



302 4th Avenue NE
Decatur, AL 35601

March 4, 2014

Letter of Appeal

Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

CC Docket No 02-6

Request for Review of Administrator's Decision on Appeal – Funding Year 2012-2013, re Decatur City School District, Form 471 Application Number 864333, issued January 13, 2014

Authorized person who can best discuss this Appeal with you

Richard Larson
eRate 360 Solutions, LLC
322 Route 46W, Suite 280W
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Phone: (888) 535-7771 ext 102
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(preferred mode of contact)

Application Information

<u>Entity</u>	Decatur City School District
<u>Billed Entity Number</u>	128005
<u>471 Number</u>	864333
<u>Funding Request Number</u>	2354402
<u>SPIN / Service Provider</u>	143020138 / MNX Corporation
<u>Eligible Pre-Discount Amount</u>	\$200,213.92
<u>Funding Requested</u>	\$180,192.53

Document Being Appealed: Administrator's Decision on Appeal – Funding Year 2012-2013, re Decatur City School District, Form 471 Application Number 864333, issued January 13, 2014¹

Decision on Appeal: Denied

Explanation:

"... USAC has determined that the documentation you provided during the Special Compliance Review, in support of FRN 2354402, did not demonstrate that price of the eligible goods and services was the primary factor. Specifically, in the final vendor evaluation documentation used during the evaluation process there are no specific point values or weighting percentages assigned for each of the evaluation factors. Additionally, the final vendor evaluation documentation used during the evaluation process indicated the bidder selected, MXN, was not the lowest priced bidder. You also submitted a revised vendor evaluation grid in which you assigned weighted evaluation

¹ Letter from Schools and Libraries Division, USAC, to Richard Larson, consultant to Decatur City School District, dated January 13, 2014, re: Form 471 Application Number 864333 (ADL).

numbers to the evaluation documentation previously provided, however, this documentation cannot be accepted since it was not created during the actual evaluation. Applicants must select the most cost-effective provider of the desired products or services eligible for support, with price of the eligible goods and services being the primary evaluating factor. The documentation submitted does not demonstrate that the price of eligible goods and services was your primary vendor evaluation consideration when the selection of MXN was made. "

Request for Review:

Decatur City School District (the District) respectfully requests that the FCC reverse the SLD decision to deny funding of \$180,192.53 for the Video Distribution System in FRN 2354402. The District respectfully contends that SLD Special Compliance reviewer misinterpreted the District's documentation of the screening process mandated in the RFP which led to rejection of the proposal from South Western Communications, Inc. (SWC) and to acceptance of the proposal from MXN Corporation (MNX) for FRN 2354402, and that no Bid Evaluation Matrix was required in the awarding of this project to MNX.

Background:

On 1/24/12, the District filed their RFP for a Video Distribution System,² followed two days later by Form 470 # 415340001008549 for this system. Only two bids were received, from MNX³ and from SWC⁴. Kathy Rains, Supervisor of Technology for the District, headed the four-person team evaluating the bids.

Their initial task was to ensure that each of the two bids met the requirements set by the RFP. This process complied with the opening sentence of the RFP's General Conditions: *"Bidder: To ensure responsiveness and acceptance of bid, please follow these instructions."*⁵ The items under General Conditions included:

- Item number 3: *"The entire invitation of bid documents should be completed and returned as requested."*
- Item number 5: *"Firm prices shall be quoted... The Board reserves the right to make award to next lowest responsible bidder if prices are not firm."*
- Item number 9: *"Unless specified 'no substitute,' any catalog brand name or manufacturer's reference used in the ITB is descriptive only, not restrictive, and used to indicate the type and quality desired. ... The Board reserves the right to determine whether a substitute offered is equivalent to and meets the standard of the item specified, and the Board may require the bidder to supply additional descriptive material."*
- Item number 14: *"The Board reserves the right to accept or reject all or any part of a bid or any and all bids ... and to award the bid that best serves the interest of the Board. Award will be made to lowest responsive and responsible bidder meeting specifications."*

This screening process to ensure that each bid complies with the General Conditions is in accordance with SLD procedure which states:

"You can set out specific requirements and disqualify bids that do not meet those requirements as long as you clearly identify the disqualification reasons on your FCC Form 470 and/or your RFP. Disqualification reasons should be determined prior to

² Decatur City Board of Education Invitation to Bid, dated January 24, 2012, Bid Number: 01-2012, Bid Title: Video Distribution System (the RFP).

³ Proposal from MNX Corp. for a Video Distribution System, presented to Decatur City School District in response to the District's RFP and Form 470 # 415340001008549.

⁴ Proposal from South Western Communications, Inc. for a Video Distribution System, presented to Decatur City School District in response to the District's RFP and Form 470 # 415340001008549.

⁵ The RFP, page 2: General Conditions. Items 3, 5, 9, and 14 are on pages 2 and 3 of the General Conditions.

any substantive bid evaluation. Disqualification reasons cannot be scored on a range, but rather are binary - i.e., the service provider either meets the standard or does not meet the standard.”⁶

To this end the team prepared a list of key criteria with which a proposal must comply to be considered properly responsive to the RFP.⁷

- Regarding the SWC bid, Ms. Rains’ team determined that:
 - The SWC bid did not utilize the suggested products in the bid but did not provide the “apples-to-apples” schedule on page 7 of the RFP which was designed to allow the team “determine whether a substitute offered is equivalent to and meets the standard of the item specified.” SWC filled in this schedule by making a single reference back to its itemized listing which did not provide the information required in the “apples-to-apples” schedule.⁸ This violated General Conditions items 3 and 9.
 - The substitute products and proposed SWC architecture did not meet the standard of the specified system architecture in the bid specs. This violated General Conditions item 9.
 - Not all features were included in the SWC bid, a violation of General Conditions items 5 and 9.
 - Only one of the references required on page 12 of the RFP was verifiable, a violation of General Conditions item 3.

Clearly based upon the bid SWC submitted they could not be considered as a “responsive and responsible bidder meeting specifications,” justifying the team’s decision to eliminate their bid in accordance with General Conditions item 14. The team even attempted to work with SWC to modify their bid to allow it to qualify for comparative evaluation; ultimately that attempt was futile.

- Regarding the MNX bid, Ms. Rains’ team determined that their bid complied with the General Conditions but was higher than that presented by SWC. However, because the SWC bid did not comply with the General Conditions, only the MNX bid qualified for consideration. This review satisfied the team that the MNX bid was a cost-effective proposal for the project.

The District then went to contract with MNX for the Video Distribution System and filed Form 471 # 864333 requesting E-rate funding for the project.

Special Compliance Review:

In the initial response to the Special Compliance Review (SCR) Information Request Item # 4 (vendor selection process description), Ms. Rains submitted a copy of the vendor bid-qualifier grid with notes appended expanding on some of the reasons for disqualifying the SWC bid and providing the team’s thinking on why the MNX bid was cost-effective.⁹ The SCR reviewer, Heather Squire, failed to connect the vendor bid-qualifier grid with the SLD “Disqualification Factors” process. Instead she interpreted this document at a Bid Evaluation Matrix, which is used to compare competing qualifying bids using a set of weighted criteria for the purpose of rating each of multiple qualifying bids to determine the winning bid.

⁶ SLD web page “STEP 3 SELECTING SERVICE PROVIDERS”, page 2, “Disqualification Factors”.

⁷ Vendor bid-qualifier grid worksheet, created by the bid evaluation team during the bid evaluation process summarizing their findings between 2/23/12 and 3/13/12.

⁸ Proposal from SWC, p.15.

⁹ Special Compliance Information Request Checklist and document “4-2354402-Process” sent by Kathy Rains, Supervisor of Technology, to Heather Squire, Associate Manager, Special Compliance Review.

Ms. Squire advised Ms. Rains that the District's vendor bid-qualifier grid lacked weights and for that reason would deny FRN 2354402. Ms. Rains, being unfamiliar with the SCR review process and the subtle complexities of the E-rate bidding process, accepted Ms. Squire's statements at face value, going so far as to add weights to the vendor bid-qualifier grid after a verbal suggestion from Ms. Squire.¹⁰

Several times during the review process Ms. Rains advised Ms. Squire that the SWC bid was not qualified and had to be disregarded.¹¹ Ms. Rains even pointed to the General Conditions Item 3 in the RFP; nevertheless, Ms. Squire never accepted the true nature of the vendor bid-qualifier grid process, and stuck with her interpretation of it as a faulty Bid Evaluation Matrix.

Inevitably the vendor bid-qualifier grid failed as a Bid Evaluation Matrix, leading to the ill-advised denial of FRN 2354402. The District is convinced that, had Ms. Rains had sufficient experience with the SCR review process, she might well have pointed out the flaw in Ms. Squire's approach to the provided documentation, and thereby averted the denial of this FRN. The District respectfully believes that Ms. Squire, as an experienced reviewer, should have understood that the General Conditions section of the RFP required the binary choice of accepting or rejecting a bid based upon the standards listed in the General Conditions, and that Ms. Rains' team complied in every respect with SLD procedures in awarding the contract to MNX.

Conclusion:

Based on the information and explanations above, the District respectfully requests that the Commission reverse the SLD decision to deny funding of \$180,192.53 for the Video Distribution System in FRN 2354402. The District respectfully contends that SLD Special Compliance reviewer misinterpreted the District's documentation of the screening process mandated in the RFP which led to rejection of the proposal from SWC and to acceptance of the proposal from MNX, and that no Bid Evaluation Matrix was required in the awarding of this project to MNX.

The District appreciates the Commission's consideration of its appeal. We are available to respond to questions or to provide any further information requested by the Commission.

Authorized signature for this Appeal¹²


Richard Larson

Date: 3/4/14

eRate 360 Solutions, LLC
322 Route 46W, Suite 280W
Parsippany, NJ 07054
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¹⁰ Email exchange between Kathy Rains, Supervisor of Technology, to Heather Squire, Associate Manager, Special Compliance Review, between 12/14/2012 and 12/20/2012, subject: Decatur City SD Additional Information Request, p.4. (Note that this email exchange was forwarded on 5/10/2013 by Kathy Rains to Richard Larson, consultant for the District).

¹¹ Ibid; see hi-lited text on pages 1, 3, and 4.

¹² "Letter of Agency" from Ed Nichols, Superintendent for Decatur City School District, authorizing employees of eRate 360 Solutions, LLC, to perform e-rate services on behalf of the District.



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2012-2013

January 13, 2014

Richard Larson
eRate 360 Solutions, LLC
322 Route 46W
Suite 280W
Parsippany, NJ 07054

Re: Applicant Name: DECATUR CITY SCHOOL DISTRICT
Billed Entity Number: 128005
Form 471 Application Number: 864333
Funding Request Number(s): 2354402
Your Correspondence Dated: May 13, 2013

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2012 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2354402
Decision on Appeal: **Denied**
Explanation:

- Upon review of the appeal and all relevant documentation, USAC has determined that the documentation provided during the Special Compliance Review, in support of FRN 2354402, did not demonstrate that price of the eligible goods and services was the primary factor. Specifically, in the final vendor evaluation documentation used during the evaluation process there are no specific point values or weighting percentages assigned for each of the evaluation factors. Additionally, the final vendor evaluation documentation used during the evaluation process indicated the bidder selected, MXN, was not the lowest priced bidder. You also submitted a revised vendor evaluation grid in which you assigned weighted evaluation numbers to the evaluation documentation previously provided, however, this documentation cannot be accepted since it was

not created during the actual evaluation. Applicants must select the most cost-effective provider of the desired products or services eligible for support, with price of the eligible goods and services being the primary evaluating factor. The documentation submitted does not demonstrate that the price of eligible goods and services was your primary vendor evaluation consideration when the selection of MXN was made. On appeal, you have failed to show that USAC erred in its original decision. Consequently, your appeal is denied.

- FCC rules require that applicants select the most cost-effective products and/or services offering with price being the primary factor. Applicants may take other factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. *See* 47 C.F.R. sec. 54.511(a); also, Request for Review by Ysleta Independent School District, et al., Federal-State Joint Board on Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., CC Docket Nos. 96-45, 97-21, Order, 18 FCC Rcd 26407, 26429, FCC 03-313 para. 50 (rel. Dec. 8, 2003). Ineligible products and services may not be factored into the cost-effective evaluation. *See* Common Carrier Bureau Reiterates Services Eligible for Discounts to Schools and Libraries, CC Docket No. 96-45, Public Notice, 13 FCC Rcd 16570, DA 98-1110 (rel. Jun. 11, 1998).

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

cc: Sam Houston

Richard Larson
eRate 360 Solutions, LLC
322 Route 46W
Suite 280W
Parsippany, NJ 07054

Billed Entity Number: 128005
Form 471 Application Number: 864333
Form 486 Application Number:

DECATUR CITY BOARD OF EDUCATION INVITATION TO BID

Date: January 24, 2012

Submit to:	Bid Number: 01-2012 Bid Title: Video Distribution System Bid Date and Time: February 23, 2012 at 2:00 p.m.
Decatur City Board of Education	
Attn: Mandi Jones	
302 4 th Avenue, NE	
Decatur, Alabama 35601	

Vendors who do not wish to respond to a bid are not required to do so; however, vendors not responding and/or submitting a "no bid" response to three consecutive invitations to bid for the requested commodity may be removed from bidder's list.

VENDOR INFORMATION

Company Submitting Bid:	
Mailing Address:	
Telephone Number:	Fax Number:
WebSite:	Email:
Tax ID:	

MINORITY BUSINESS ENTERPRISE TYPE: _____
 (M1) African American Male (M2) Hispanic American (M3) Asian American (M4) Native American (M5) Native Hawaiian (M6) Small Business (M7) Disabled (M8) American Woman (M9) African American Woman (M10) Non-minority (M11) Other

Certificate of Independent Price Determination

I certify that this bid is made without prior understanding, agreement, or connection with any other company or person and in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation to bid (ITB), and certify that I am authorized to sign this ITB for the company submitting it.	
Officer's Authorized Signature	Officer's Name (printed) and Title

To be responsive, signature of officer authorized to bind the company submitting this bid is required.

GENERAL CONDITIONS

Bidder: To ensure responsiveness and acceptance of bid, please follow these instructions. (The use of the words: bidder, proposer, vendor, contractor, and supplier for the context of this solicitation all have the same meaning for the company/firm submitting a bid or a request for proposal.)

1. Bid Opening: Sealed bids must be received in the Central Office by the bid opening time and date specified in this invitation to bid unless changed by addendum. The clock in the Central Office shall determine the time of receipt. All bids delivered after the specified time will not be considered and will be returned to the bidder. Fax or telephone bids will not be accepted. At the bid opening, no discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied.

2. Preparation of Bid: Bid shall contain a manual signature of an authorized representative in the space provided. Label the bid envelope with submittal address as indicated in this bid package. In addition, include the date and time of the bid opening and the bid number. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and correction printed in ink or typewritten adjacent, and must be initialed in ink by person authorized to sign the bid.

3. Submittal of Bid: *The entire invitation to bid documents should be completed and returned as requested.* Modifications and corrections received after the closing time specified will not be considered. It is the bidder's responsibility to examine any drawings, specifications, and instructions.

4. Bid and Performance Security: A bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, or a postal money order, certified check, cashier's check or irrevocable letter of credit in the amount of \$500 made payable to the Decatur City Board of Education is required to accompany each bid, unless otherwise stated in the "Special Conditions." Corporate or personal checks are not acceptable. All checks of unsuccessful bidders will be returned to the bidders after the Board has approved the bid award.

5. Prices and Delivery: Firm prices shall be quoted, typed, or printed in ink, to include all packing, handling, shipping, and delivery charges FOB Decatur City Board of Education. Unless otherwise specified, bid prices are assumed firm for a minimum period of 120 days after the date of the opening. The Board reserves the right to make award to next lowest responsible bidder if prices are not firm. The bid will show the number of days to

place a commodity in the Board's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedule may become a factor in the award. The Board has the right to extend delivery if reasons appear valid.

6. Installation: Where installation is required, the successful bidder shall be responsible for placing and installing the product in the required location(s). Authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The successful bidder shall protect the site from damage and shall repair damages or injury caused during installation by the vendor, its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the vendor shall promptly restore the structure or site to its original condition. The successful bidder shall perform installation work so as to cause the least inconvenience and interference with the Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

7. Taxes and Trade Discounts: Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Decatur City Board of Education is tax exempt by law, Code of Alabama, Title 40, Sec. 23, Sub. Sec. 4. Trade discounts should be deducted from the unit price and net price should be shown on bid.

8. Acceptance and Rejection: Inspection and testing, if any, and acceptance will be at the destination unless otherwise provided, but all materials and workmanship shall be subject to inspection and test at all times and places, and where practicable. Title to risk or loss or damage to all items shall be the responsibility of the supplier until acceptance by the Board unless loss or damage results from negligence by the Board. During manufacture, the right is reserved to reject articles that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the bidder promptly after notification of rejection. Final inspection and acceptance or rejection of material or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Board thereof for such materials or supplies as not in accordance with the specifications. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

9. Brand Name Reference: Unless specified "no substitute," any catalog brand name or manufacturer's reference used in the ITB is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete description of the product offered. The Board reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Board may require the bidder to supply additional descriptive material, samples, or demonstrations. The bidder guarantees that the product offered will meet or exceed the referenced product and or specifications identified in the ITB. If the bidder takes no

exception to the specifications, bidder will be required to furnish the product exactly as specified in the solicitation.

10. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the Board. Samples not destroyed during reasonable examination will become the property of the Board unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name address, bid number and item number.

11. Interpretation: Any questions concerning specifications and conditions shall be directed to Mandi Jones, Purchasing Agent at 256-552-0627.

12. Disputes: In case of any doubt or differences of opinion as to the items to be furnished under a contract resulting from this bid, the decision of the finance director shall be final and binding on both parties.

13. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

14. Acceptance of Bid/Award: The Board reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, general condition, special condition, or minor specification deviation when considered to be in its best interest, and to award the bid that best serves the interest of the Board. Award will be made to lowest responsive and responsible bidder meeting specifications. Documents contained herein are considered part of the binding contract. It is understood and agreed that the Board shall have 120 days for bid acceptance.

15. Default: Backorders default in promised delivery or failure to meet specifications, authorize the Board to cancel this contract to the defaulting bidder. The bidder must give written notice to the Board of the reason and the expected delivery date.

16. Cancellation: Either party may cancel any contract or item award for cause by giving 30 days written notice of intent to cancel. Cause for the Board to cancel shall include, but not be limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the contract period; or failure to perform to contract conditions. The bidder will be required to honor all purchase orders that were prepared and dated

prior to the date of expiration or cancellation if received by the bidder within a period of 30 days following the date of expiration or cancellation. Cancellation by the Board does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for an increase in price(s) or failure to perform, that vendor shall be removed from the Bidders List, but this does not relieve that vendor from liability for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer.

17. Addenda: An addendum may be issued as an addition or supplement or clarification to the bid document. Only written addenda are part of the bid packet and should be considered.

18. Alternate Bids: Unless specifically requested, alternate bids will not be considered. An alternate is considered a bid that does not comply with the minimum provisions requested by the bid.

19. Insurance and Indemnification: The bidder agrees to indemnify and hold harmless the Board, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the bidder, its agents, employees, or representatives, or arise from any bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Board. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board. The bidder will, at the request of the Board, supply certificates evidencing such coverage.

20. Risk of Loss: The bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, material, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the Board, until such property

has been delivered to the Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the Board, from the time of shipment thereof to bidder until redelivery thereof to the Board.

21. Debris Removal: All debris must be removed after installation and/or performance of service of said equipment and/or service.

22. Non-Discrimination: The Board provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

23. Assignment: Assignment of any rights or obligations under award or any portion of this bid is not allowed without the express written consent of the Board.

24. Proper Identification: All vendors, employees or agents shall be properly dressed, preferably uniformed, and shall have proper identification. All vendors, employees or agents shall check in and out at the facility's main office. School hours are generally 8:00 am to 4:00 pm.

25. Tobacco and Drug Policy: Decatur City Board of Education is a tobacco and drug free system. All vendors, employees, and agents shall abide by the tobacco and drug free policy while on any property owned/leased by the Board.

26. Warranty: The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the Board, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

27. Hazardous and Toxic Substances: Bidder must comply with all applicable federal, state, county, and city laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to information about hazardous and toxic substances, and as amended from time to

time. Bidder shall provide the Board with a "Material Safety data Sheet" if required.

28. Patents: Bidder guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect, and save harmless, the Board and its employees on any claims arising out of the purchase of goods or services.

29. Annual Appropriation: The Board's performance and obligation to pay under this contract are contingent upon an annual appropriation.

30. Domestic Products: In public works projects, the contractor agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification.

31. Certification Pursuant to Act No. 2006-557: Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a bid, the bidder is hereby certifying that the bidder is in full compliance with Act 2006-557, not barred from bidding or

entering into a contract pursuant to 41-4-116, and acknowledges the awarding authority may declare the contract void if the certification is false.

32. Certification Pursuant to Act No. 2011-535: Section 9 of the Beason-Hammon Act provides that contractors who are awarded contracts, incentives, grants, etc. by any entity which receives State funds must file an affidavit that he will not hire unlawful aliens (Affidavit of Compliance With Act No. 2011-535 is attached). As part of such affidavit, the affiant must attach to the affidavit as documentation of the bidder's enrollment in the E-Verify program pages 1 and 12 of the bidder's E-Verify Memorandum of Understanding (MOU). Page 1 must show the name and company ID Number of the bidder and page 12 must show that the MOU has been electronically signed by the bidder and the Department of Homeland Security – Verification Division and must contain information relating to the bidder consistent with other contact data concerning the bidder provided elsewhere in connection with the bid. Bidders who do not enclose the affidavit, with pages 1 and 12 of the MOU attached, will not be considered responsive bidders and their bids will not be considered.

Any and all general information, special terms and conditions, or scope of work, etc., attached hereto which vary from these general conditions shall have precedence.

SPECIAL CONDITIONS

- 1. See attached Technical Specifications.**

BID RESPONSE FORM

In accordance with the foregoing bid terms, conditions, and specifications, the bidder hereby submits the following bid to supply the Decatur City Board of Education

Quantity	Description	Price	Total
1	Video Portal		
1	Video On-demand Server		
1	Rack-Mount Chassis		
10	Single-Channel Blades		
1	High-Definition Single-Channel Blade		
7	High-Definition Single-Channel Encoders (for school camera)		
		TOTAL	

If you are bidding a product or model other than the product used as an example, please list the manufacturer and part numbers and quantities needed in the space below:

Quantity	Substitute Manufacturer/Model	Price	Total
	Video Portal:		
	Video On-demand Server:		
	Rack-Mount Chassis:		
	Single-Channel Blades:		
	High-Def Channel:		
	For school camera feed:		
		TOTAL	

Vendor Contact Information: _____ (name)

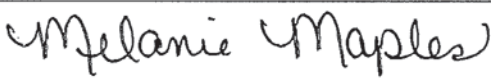
Title: _____ Telephone: _____

Physical Address/Location: _____

Must attach contact information for three references and vendor's Service Level Agreement.

AUTHORIZATION FOR ISSUING INVITATION TO BID

Bid Number	01-2012
Bid Title	Video Distribution System
Date ITB Advertised and Released	January 24, 2012
Bid Date and Time	February 23, 2012 at 2:00 p.m.

ITB Reviewed and Authorized By:	
	
Melanie Maples, Finance Director	Date: 1/23/12

CHECKLIST

This checklist is for the convenience of the company submitting a bid and may be used to assist ensuring sections of the bid are properly completed and returned. A copy of this sheet may be retained in your files as a record of your response to this offer.

_____ Mailing envelope has been addressed to:
Decatur City Board of Education
Attn: Mandi Jones
302 4th Avenue, NE
Decatur, Alabama 35601

_____ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time

Note: All courier delivered bids must have the bid number and title on the outside of the courier packet.

Complete each of the following as required:

- Read all bid requirements and specifications
- Sign the invitation to bid sheet
- Complete the minority questionnaire section
- Complete the Affidavit of Compliance with Act No. 2011-535
- Attach pages 1 and 12 of the E-Verify Memorandum of Understanding
- Bid bond enclosed, if required
- Addendum (if any) included
- Include all pages of bid document

Decatur City School District
**Centralized Video Distribution System
Request for Proposal (RFP)**

Bid 01-2012

General Overview

Decatur City School District, located in Decatur, Alabama, is currently seeking video components to comprise a centralized video distribution system to transport information to individual classrooms and public areas in the school libraries. The request is for products and services to be delivered between July 1 and June 30 of the coming e-rate funding year 2012-2013.

Locations

The video components will serve the schools of the Decatur City School District as listed below (all facilities are in Decatur, Alabama):

#	Facility	Address	Distance from CO*	Zip Code
1.	Austinville Elementary School	2320 Clara Street, SW	3.6	35601
2.	Banks-Caddell Elementary School	211 Gordon Drive	.6	35601
3.	Brookhaven Middle School	1302 5 th Avenue, SW	2.7	35601
4.	Frances Nungester Elementary School	726 Tammy Street, SW	5.4	35603
5.	Somerville Road Elementary School	910 Somerville Road, SE	1.3	35601
6.	West Decatur Elementary School	708 Memorial Drive, SW	2.9	35601
7.	Woodmeade Elementary School	1400 19 th Street, SW	3.6	35603

*Mileage is approximate.

Scope of Work

The project is for a complete video distribution system to include but not be limited to the following components:

- A video portal (like the VBrick VEMS Mystro Standard Edition Portal/Product Number 8000-0171E06) that is 100% E-Rate eligible
- A video on-demand server with software (like the VBrick VOD 300W Server with Video on Demand Software/Product Number 8000-0075) that is 97% E-Rate eligible

- A rack-mount chassis (like the VBrick Rack Mount Chassis/Product Number 8570-1000) to house encoder blades and power supplies) that is 100% E-Rate eligible
- At least 10 Single-Channel Blades to stream 10 different channels of video to the schools (like the VBrick Standard Definition single-channel encoder blade/Product Number 9204-4200-000) that is 100% E-Rate eligible
- At least 1 High-Definition Single-Channel Blade to stream high-definition video to the schools (like the VBrick High Definition single-channel encoder/Product Number 9204-4210-000) that is 100% E-Rate eligible
- At least 7 metal enclosed high-definition single-channel encoders with camera input connections for streaming live video content from the schools (like the VBrick H.264 High-Definition Enterprise Class single channel encoder/Product Number 9200-4210-000) that is 100% E-rate eligible

The total package must include installation and configuration so that the final product is a video distribution system that works flawlessly on the school district's existing network. The existing network is capable of multi-casting and the connection between each site and the central distribution point (district's central office) is 1,000 Mbps (Gigabit). The total package must include training and support for at least one year.

The school district is depending on partial funding by e-rate for these services. Therefore, the successful bidder must be a participant in the Federal e-rate program and should be thoroughly familiar with the rules and regulations regarding the e-rate program. The successful vendor shall provide installation, support, and training during the normal operating hours weekdays from 8:00 a.m. until 4:30 p.m. Central Standard Time.

Bid pricing must remain good for the funding year from July 1, 2012, to June 30, 2013. Equipment will be ordered with installation to take place as quickly as possible once funding is approved through the Federal e-rate program.

Purpose of the RFP

The primary purpose of the RFP is to secure the most reliable, efficient, and cost effective video distribution system for the students and teachers of the Decatur City School District while remaining in compliance with all rules, regulations, filing, and application procedures, and deadlines of the Universal Service Administrative Company, Schools and Libraries Division. The Decatur City School District is looking for a total package to allow control of programming, distribution, and selection of video content. All parts, labor, training, cables, support, warranty, etc., to provide a total solution must be included in the final quote.

RFP Requirements and Guidelines

Also, RFPs should include a Service Level Agreement listing guaranteed response times for service calls. Also, coordinator contact information must be included along with company's SPIN (Service Provider Identification Number) for the purposes of filing for e-rate. At least three current customer references must be listed along with accurate contact information.

Cost will be the primary factor but will not be the only factor in the selection of the vendor.

The Decatur City Schools District is not liable for any costs incurred by vendors in preparing responses to the RFP and reserves the right to make corrections and changes to the RFP without notification. All required bid documents must be submitted at the time of the bid closing for the vendor to be considered.

All RFPs must follow the guidelines for reply as outlined in the complete bid document.

RFP Schedule

- RFP Posted January 24, 2012
- Bid Opening Thursday, February 23, 2012, at 2:00 P.M., at 302 4th Avenue, NE, Decatur, Alabama 35601
- Bids should be submitted in a sealed envelope clearly marked Bid #01-2012 to Mandi Jones, 302 4th Avenue NE, Decatur, AL 35601

Contact Information

Technical questions: Kathy Rains, 256-552-3000, ext. 6819

RFP questions: Mandi Jones, 256-552-3000, ext. 4136

STATE OF ALABAMA)
)
MORGAN COUNTY)

AFFIDAVIT OF COMPLIANCE WITH ACT NO. 2011-535

Before me, the undersigned Notary Public, in and for said County in said State this day personally appeared _____, who is the _____ of _____ (herein "Contractor") and authorized to make this affidavit on behalf of Contractor. I do hereby attest on behalf of Contractor that Contractor does not and will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; that Contractor is currently duly enrolled in the E-Verify program; that during the performance of any contract undertaken by the Contractor, the Contractor shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations; that attached to this affidavit as documentation and proof of the enrollment of Contractor in the E-Verify program are pages 1 and 12 of the Memorandum Of Understanding between Contractor and Department of Homeland Security memorializing the enrollment of Contractor in the E-Verify program; and that said Memorandum Of Understanding is currently in full force and effect.

WITNESS my hand under oath this ____ day of _____, (2011)(2012).

Affiant

Sworn to and subscribed
before me on this the _____
day of _____,
(2011)(2012).

Notary Public
My Commission Expires:



Video Distribution System

Bid Number 01-2012

Due: February 23rd, 2012 2:00 P.M.





VBrick's spin
2011
nothing funded
2010
turned down
MXN
you

Decatur City Board of Education
Attn: Mandi Jones
302 4th Avenue, NE
Decatur, Alabama 35601

February 17th, 2012

Dear Mandi,

Here's my proposal for a VBrick video distribution solution. VBrick continues to be the industry leader in streaming video over IP which is well suited for the Decatur City School System.

MXN is a long time provider of E-rate services utilizing SPIN # 143020138. We are quite familiar with the responsibilities associated with the program.

We will assign your project to one or more of our senior project managers to implement the proposed solution. Every project manager has gone through extensive training by VBrick holding some of the highest certifications that one can attain.

Your account manager for this project will be Joe Alissandrello who can be reached at 423-580-3322 or JoeA@mxncorp.com. If you have any questions about this opportunity feel free to ask.

Respectfully Submitted,

A handwritten signature in blue ink that reads 'Joe Alissandrello'.

EQUIPMENT

The proposed VBrick solution will consist of one VBrick web portal server (Vems Mystro), one video on demand server, H.264 encoders, one H.264 blade cabinet, ten H.264 Standard Definition encoder blades and one H.264 High Definition encoder blade.

Every encoder will be integrated to the VBrick Mystro Web Portal and the video on demand server to provide a seamless viewing experience from any PC or Apple computer. You also have the option to add the VBrick Distributed Media Engine to this solution at any time. The VBrick DME will allow you to stream video content to Apple IOS devices (iPad, iPhone or iTouch) as well as Android smartphones and tablets. The DME was not included in the RFP but I wanted to make you aware that this is an option that can be added at any time.



VBrick Enterprise Media System (Vems Mystro)

KEY FEATURES:

The heart of the VBrick Enterprise Media System (VEMS Mystro) is its Viewing Portal. This viewing portal provides end-users secure access to live and on-demand content from the device of their choice including PCs, Macs, smartphones, tablets, televisions and projectors.

Secure Viewing

Protecting your content is our number one priority, and VEMS Mystro provides comprehensive measures to guard against prying eyes. Viewers securely log into the system, and can only view content based on their unique permissions. Content permissions can be set at group, user, even at the asset level and VEMS Mystro integrates seamlessly with an organization's LDAP or Active Directory making administration simple and effective. Support for Single Sign-On makes using VEMS Mystro hassle free for everyone in your organization.

Advanced permissions can also give users access to sharing, recording, scheduling and publishing features.

Channel Guide – Your Guide to Easy Viewing

The key to distributing television over your IP network is to make it feel like television -- not just another web video. That's just what our IPTV channel guide is designed to do. We do this by integrating real-time television program information and the IP video stream into the VEMS Viewing Portal with the VEMS IPTV Channel Guide.

The Channel Guide provides all of the program information you need, including program time, name and description for hundreds of national, local, and international TV channels. You can also create your own IP video television channels with custom program listings, giving it that broadcast television feel and functionality.

When deployed with the VEMS Scheduler module (optional), the Channel Guide also provides personal video recorder-like functionality, allowing viewers to record programs with a click of a mouse.

Personalized Experience

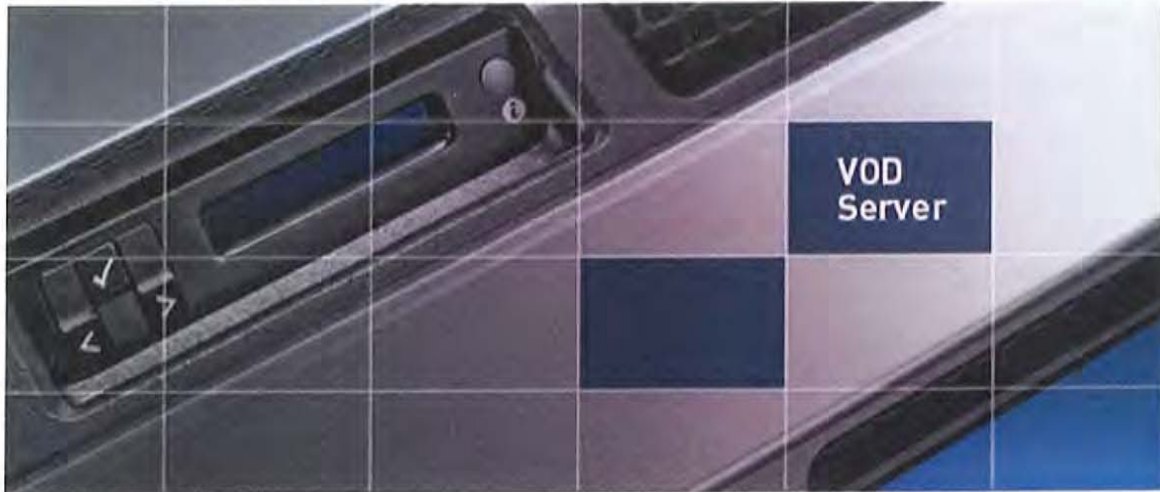
Users of VEMS Mystro can personalize their viewing experience and providing them access to social media features such as " Favorites", "Recently Viewed" as well as their published and recorded content directly from their "My Videos" page. Users can publish and record videos, making them available on the Video-On-Demand servers for later playback. A powerful search engine also makes it easy to locate content.

IP Video Streaming for Unified Communications

VEMS Mystro allows users of different Unified Communications products including Microsoft OCS, Lync and SharePoint - to instantly display any VBrick live or stored video with ease. Without leaving their Unified Communications environment, users are able to browse, search, and play live and stored video - and even webcasts and live television channels. Additionally, Video Buddy™ allows users to easily share video with their contacts and even chat with content experts who have published content.

Other Features

- Pages are widget-based and personalizable
- Social media features such as comments and favorites
- Supports Standard and High Definition video
- Supports H.264, Windows Media, and other formats
- Supports Flash - Live and On-Demand
- Easy record capability
- Supports Single Sign On, Active Directory and LDAP
- Channel Guide
- Ability to create custom channels
- Access Logging
- VOD Content Management
- SSL/TLS Security



VBrick VOD-W Server

Using [VBrick's Enterprise Media System \(VEMS\)](#) and **Video On-Demand Servers**, your recorded content becomes available for on-demand playback over the network anytime, anywhere. It's that simple.

VBrick's VOD Servers provide you with controlled access to all your stored video. Whether it's live video that you've recorded from your network, or branded content purchased from one of our many content partners, VBrick offers a VOD solution that scales with your needs. VBrick's VOD servers come in multiple configurations to best meet your unique requirements and are fully integrated into our VEMS IP Video management platforms.

All communications between VBrick's VOD Server and Media Management Portal can be encrypted. Also, URLs can be secured so intruders cannot directly access the server outside the Portal – helping guarantee that no unauthorized viewers are seeing your content.

The VOD-W Server is a powerful on-demand server that supports H.264, MPEG-2, and MPEG-4 formats and is offered with three different capacities* - 50, 125 and 300. With up to 1.2TB of unformatted storage you will be able to store hundreds of hours of content. Servers can be expanded with several terabytes of SAN storage.



High Density H.264 Encoding

VBrick extends the capabilities of its H.264 encoding technology by providing a redundant 11- slot rack mount shelf. Designed for the unexpected, a power supply or fan failures won't interrupt system operation. Individual modules can be swapped while the system is running, ensuring non-stop performance. A variety of blade options provide flexibility for different I/O and video resolutions. With its compact design and front I/O access, enclosures can be mounted back-to-back; delivering very high density and professional cable management.

In addition to simplifying installation and maintenance, this high density encoding solution reduces the footprint and power consumption required for multi-channel deployments.

Benefits

Maximum Quality – VBrick H.264 Encoding Blades support 720p and 1080p high definition video resolutions at 60 frames per second for incredible quality video at bandwidths of 1 Mbps and up. Blades support a wide variety of standard definition resolutions for lower bandwidth applications, such as streaming to wireless and mobile devices.

Flexible Bandwidth Utilization – Multiple Bit Rate (MBR) Encoding enabling organizations to stream HD content to HD enabled devices, while streaming the same content in standard definition for remotely connected users and mobile devices.

Universal Viewing – VBrick's H.264 streaming video is supported by a number of players including Adobe Flash, Apple QuickTime, Microsoft Windows Media Player (with VBrick plug-in), and a variety of additional embedded players for multiple browsers and operating systems

Stream with Confidence– Broadcast live while recording and storing locally (on-board storage is optional) . Recorded files can be sent to a Video On-Demand Server or a H.264 Distributed Media Engine

Reach Everyone – No matter how simple or complicated the IP network, VBrick can deliver streaming

video its users. VBrick's H.264 Encoding Blades provide an extremely flexible solution for delivering live video streams across a variety of network topologies. Each blade can deliver streaming video: via multicast directly to the IP network, serve live RTSP unicast streams for up to 200 clients, or push a unicast stream to 25 destinations.

Applications

Television Distribution – Easily deliver real-time television programming to computers, televisions, and mobile devices using the H.264 Encoding blade's flexible, scalable encoding and streaming features.

Intelligence, Surveillance & Reconnaissance – Trusted by the U.S. Military and DoD DIACAP certified the VBrick H.264 encoding line is perfect for mission critical video delivery. Advanced KLV metadata support allows important data to be packaged with the video stream; delivered live or recorded for on-demand playback.

Digital Signage – VBrick has raised the bar in the digital signage world by incorporating video streaming into digital signage; creating truly eye catching content. The H.264 Encoding Appliance not only provides live content for digital signage messaging, it does so at a fraction of the cost of traditional signage solutions.

H.264 Enterprise Encoder



You can also enjoy all of the benefits of a H.264 encoder in a mobile appliance that can be moved around the school. The H.264 enterprise encoder has an LCD display providing detailed information as well as four programmable buttons for purpose built requirements.

PROJECT

We will assign one of MXN's VBrick certified engineers to install the VBrick components and conduct training for the technical staff.

VBrick Mystro video system Statement of work

- Unbox all VBrick equipment and rack mount if applicable
- Label all equipment with location and IP address
- Upgrade all equipment with preferred software/firmware level
- **Configure Mystro server for the following**
 - Apply any needed software updates
 - Configure all Encoders/Decoders and name them by location
 - Setup the Encoders for direct streaming to the VOD server
 - Integrate the Mystro server with Active Directory or E-Directory
 - Setup group permissions for up to 4 groups (administrators , staff, student, public)
 - Setup the VOD for automatic download of live streams originating from a VBrick encoder on the network
 - Backup the configuration
- **Configure the VOD server for the following**
 - Apply any needed software updates
 - Setup for automatic retrieval of live streams from the Mystro server
 - Create up to 10 folders for E-directory users and give them appropriate rights to upload video to these folders
 - Backup the configuration
- **Configure Encoders/Decoders**
 - Configure IP address, subnet mask and default gateway
 - Name appliance relevant to location
 - Configure appliance to multicast to two destinations if needed
 - Connect customer provided video source (with some customer provided video cables and connectors) to the appliance for streaming
 - Backup all appliances
- **Test all configurations**
 - Test live stream Mystro server to client PC
 - Test VOD from client PC
 - Test permissions from client PC to upload video to server
 - Test directly attaching to Encoder from client PC to stream video
- **Video Project assumptions**
 - All work is performed during normal business hours
 - L2 multicast is setup on all layer 2 switches that the video will traverse
 - L3 multicast routing (PIM sparse) is setup on all L3 routers that the video will traverse
 - All WAN connections can support quoted video stream
 - Customer provides a person with LDAP experience to help get the Mystro server integrated with AD or E-Directory.

Training

MXN will perform hands on operational training on the installation and operation of the Mystro server, VOD server and appliances. This training is intended for up to three people.

REFERENCES

Madison County Schools

Jerry Hill

256-859-1151 x1802

jhill@madison.k12.al.us



Bright School

Ray Park

423-718-4859

rpark@brightschool.com



Hospice of Chattanooga

Jeremy Benson

423-892-4289 x10241

Jeremy_benson@hospiceofchattanooga.org



WARRANTY AND SUPPORT

All of the proposed VBrick components include one year of VBrick Gold Support. This entitles you to software upgrades, technical support as well as hardware replacement. Other levels of service with different SLAs are available for an additional cost although they would not be eligible for funding through E-Rate.

Services Offerings	Gold	Gold Plus	Platinum
Hardware Warranty			
- Standard RMA (guaranteed five-day turnaround after receipt)	Yes	Yes	
- Next day RMA ¹			Yes
Software Upgrades			
- Minor releases and patches	Yes		
- Minor releases, patches, and major releases ²		Yes	Yes
Product Support ³			
- Level 2/3 E-mail support	24 business hour response	24 business hour response	4 business hour response
- Level 2/3 Telephone Support ⁴	24 business hour response	24 business hour response	4 business hour response
- After hours priority number (Level 3 only, 4 hour response time)			Yes
- Web-based knowledgebase	Yes	Yes	Yes
- Onsite support - reduced price (Level 3 only) ⁵			Yes

VBrick Video

Technical support	203-303-0222
Web site	http://www.vbrick.com
Email Support	http://www.vbrick.com/support/index.asp

DELIVERY DATES

Most VBrick items ship 30-45 days after the receipt of a purchase order. We will coordinate our installation schedule with the Decatur City Board Education after all items have been delivered.

PRICING

All proposed pricing will be held firm through June 30th 2013. MXN is willing to consider contract extensions up to three additional years. This will help you add additional VBrick products at other schools.

Every items listed here is 100% eligible for funding with the exception of the VOD server which is 97% eligible. Decatur City Board of Education will have to pay an additional \$1,243.80 (3% of \$41,360) on top of your discounted portion of the project.

Part #	Description	E-rate Eligibility	Unit Price	Quantity	Extended
8000-0171E06	VEMS MYSTRO STANDARD EDITION PORTAL (SOFTWARE AND HARDWARE) – The VBrick Enterprise Media System (VEMS) Portal Software provides a unified Portal for accessing Live and On-Demand video and audio files. Includes system reporting functionality and support for 2 Distribution Zones. The Hardware and Software combination pre-installs the Portal Software on a high performance web server.	100%	\$11,997.00	1	\$11,997.00
8000-0075	VOD 300W SERVER - VIDEO ON DEMAND SOFTWARE WITH SERVER FOR MPEG CONTENT (300 Mbps). Integrated with VBrick's Portal Server, VBrick Encoders, Windows and MAC based desktop computers and VBrick Set Top Boxes Server with Windows OS provides up to 300 Mbps of streaming throughput or a maximum of 300 concurrent connections. It delivers stored MPEG assets as unicast streams with VCR-like control across an Ethernet network, or can multicast files on the network with VEMS Scheduler software	97%	\$41,436.00	1	\$41,436.00

8570-1000	VBRICK RACK MOUNT CHASSIS- The Rack Mount chassis is 8 rack units high and has 11 slots for encoder blades and 2 slots for load sharing redundant power supplies. Includes redundant cooling with field replaceable fan tray.	100%	\$6,396.00	1	\$6,396.00	✓
9204-4200-000	XPS 8103 H H.264 Standard Definition single channel encoder blade for VBrick Rack Mount Shelf. MBR Capable.	100%	\$5,996.00	10	\$59,960.00	✓
9204-4210-000	HPS 8103 H-HD H.264 High Definition single channel encoder blade for VBrick Rack Mount Shelf. Includes SD/HD/3G-SDI, HDMI, and YPbPr Component Video inputs. MBR Capable.	100%	\$7,996.00	1	\$7,996.00	✓
9200-4210-000	HPS 7102 H-HD H.264 High-Definition Enterprise Class single channel encoder. Metal enclosure with buttons and display on front panel. With cable kit. Includes SD/HD/3G-SDI, HDMI, and YPbPr Component Video inputs. MBR capable.	100%	\$9,596.00	7	\$67,172.00	✓
			TOTAL HARDWARE		\$194,957.00	
			INSTALLATION AND TRAINING		\$6,500.00	
			GRAND TOTAL (covered by E-rate)		\$201,457.00	
			COST NOT COVERED BY E-RATE		\$1,243.08	

			slots for load sha	
		Function (Product)	Video Components(CODEC / Video Encoder)	
		Quantity	1	
		Unit Cost		\$6,396.00
		Eligible Cost		\$6,396.00
		InEligible Cost		\$0.00
4	* VBrick Systems, Inc.	8103 H BLADE H.264 SD ENC	9204-4200-000	\$59,960.00
		Description	H.264 Standard Definition single channel encoder blade for VBrick Rack Mount She	
		Function (Product)	Video Components(CODEC / Video Encoder)	
		Quantity	10	
		Unit Cost		\$5,996.00
		Eligible Cost		\$5,996.00
		InEligible Cost		\$0.00
5	* VBrick Systems, Inc.	8103 H-HD BLADE H.264 HD ENC	9204-4210-000	\$7,996.00
		Description	H.264 High Definition single channel encoder blade for VBrick Rack Mount Shelf.	
		Function (Product)	Video Components(CODEC / Video Encoder)	
		Quantity	1	
		Unit Cost		\$7,996.00
		Eligible Cost		\$7,996.00
		InEligible Cost		\$0.00
6	* VBrick Systems, Inc.	7102 H-HD H.264 Encoder Appliance	9200-4210-000	\$67,172.00
		Description	H.264 High Definition Ready single encoder with display in metal enclosure	
		Function (Product)	Video Components(CODEC / Video Encoder)	
		Quantity	7	
		Unit Cost		\$9,596.00

			Eligible Cost	\$9,596.00
			InEligible Cost	\$0.00
7	N/A	N/A	N/A	\$6,500.00

Description	Installation and Training
Function (Product)	None(Other)
Quantity	1
Unit Cost	\$6,500.00
Eligible Cost	\$6,500.00
InEligible Cost	\$0.00

Total:	\$200,213.92
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Funding Requested on 471:	\$200,213.92
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* Line item selected from Eligible Products Database.

Date Submitted

3/16/2012 4:36:52 PM

DECATUR CITY BOARD OF EDUCATION INVITATION TO BID

Date: January 24, 2012

Submit to:	Bid Number: 01-2012 Bid Title: Video Distribution System Bid Date and Time: February 23, 2012 at 2:00 p.m.
Decatur City Board of Education	
Attn: Mandi Jones	
302 4 th Avenue, NE Decatur, Alabama 35601	

Vendors who do not wish to respond to a bid are not required to do so; however, vendors not responding and/or submitting a "no bid" response to three consecutive invitations to bid for the requested commodity may be removed from bidder's list.

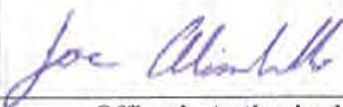
VENDOR INFORMATION

Company Submitting Bid:	
MXN Corporation	
Mailing Address:	
PMB 306 1025 Rose Creek Drive Woodstock, GA 30189	
Telephone Number: 423-580-3322	Fax Number: 770-926-9448
WebSite: www.mxncorp.com	Email: JoeA@mxncorp.com
Tax ID: 58-2487694	

MINORITY BUSINESS ENTERPRISE TYPE: _____
 (M1) African American Male (M2) Hispanic American (M3) Asian American (M4) Native American (M5) Native Hawaiian (M6) Small Business (M7) Disabled (M8) American Woman (M9) African American Woman (M10) Non-minority (M11) Other

Certificate of Independent Price Determination

I certify that this bid is made without prior understanding, agreement, or connection with any other company or person and in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation to bid (ITB), and certify that I am authorized to sign this ITB for the company submitting it.

		Joe Alissandrello Account Manager
Officer's Authorized Signature	Officer's Name (printed) and Title	

To be responsive, signature of officer authorized to bind the company submitting this bid is required.

GENERAL CONDITIONS

Bidder: To ensure responsiveness and acceptance of bid, please follow these instructions. (The use of the words: bidder, proposer, vendor, contractor, and supplier for the context of this solicitation all have the same meaning for the company/firm submitting a bid or a request for proposal.)

1. Bid Opening: Sealed bids must be received in the Central Office by the bid opening time and date specified in this invitation to bid unless changed by addendum. The clock in the Central Office shall determine the time of receipt. All bids delivered after the specified time will not be considered and will be returned to the bidder. Fax or telephone bids will not be accepted. At the bid opening, no discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied.

2. Preparation of Bid: Bid shall contain a manual signature of an authorized representative in the space provided. Label the bid envelope with submittal address as indicated in this bid package. In addition, include the date and time of the bid opening and the bid number. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and correction printed in ink or typewritten adjacent, and must be initialed in ink by person authorized to sign the bid.

3. Submittal of Bid: *The entire invitation to bid documents should be completed and returned as requested.* Modifications and corrections received after the closing time specified will not be considered. It is the bidder's responsibility to examine any drawings, specifications, and instructions.

4. Bid and Performance Security: A bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, or a postal money order, certified check, cashier's check or irrevocable letter of credit in the amount of \$500 made payable to the Decatur City Board of Education is required to accompany each bid, unless otherwise stated in the "Special Conditions." Corporate or personal checks are not acceptable. All checks of unsuccessful bidders will be returned to the bidders after the Board has approved the bid award.

5. Prices and Delivery: Firm prices shall be quoted, typed, or printed in ink, to include all packing, handling, shipping, and delivery charges FOB Decatur City Board of Education. Unless otherwise specified, bid prices are assumed firm for a minimum period of 120 days after the date of the opening. The Board reserves the right to make award to next lowest responsible bidder if prices are not firm. The bid will show the number of days to place a commodity in the Board's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedule may become a factor in the award. The Board has the right to extend delivery if reasons appear valid.

6. Installation: Where installation is required, the successful bidder shall be responsible for placing and installing the product in the required location(s). Authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The successful bidder shall protect the site from damage and shall repair damages or injury caused during installation by the vendor, its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the vendor shall promptly restore the structure or site to its original condition. The successful bidder shall perform installation work so as to cause the least inconvenience and interference with the Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

7. Taxes and Trade Discounts: Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Decatur City Board of Education is tax exempt by law, Code of Alabama, Title 40, Sec. 23, Sub. Sec. 4. Trade discounts should be deducted from the unit price and net price should be shown on bid.

8. Acceptance and Rejection: Inspection and testing, if any, and acceptance will be at the destination unless otherwise provided, but all materials and workmanship shall be subject to inspection and test at all times and places, and where practicable. Title to risk or loss or damage to all items shall be the responsibility of the supplier until acceptance by the Board unless loss or damage results from negligence by the Board. During manufacture, the right is reserved to reject articles that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the bidder promptly after notification of rejection. Final inspection and acceptance or rejection of material or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Board thereof for such materials or supplies as not in accordance with the specifications. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

9. Brand Name Reference: Unless specified "no substitute," any catalog brand name or manufacturer's reference used in the ITB is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete description of the product offered. The Board reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Board may require the bidder to supply additional descriptive material, samples, or demonstrations. The bidder guarantees that the product offered will meet or exceed the referenced product and or specifications identified in the ITB. If the bidder takes no

exception to the specifications, bidder will be required to furnish the product exactly as specified in the solicitation.

10. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the Board. Samples not destroyed during reasonable examination will become the property of the Board unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name address, bid number and item number.

11. Interpretation: Any questions concerning specifications and conditions shall be directed to Mandi Jones, Purchasing Agent at 256-552-0627.

12. Disputes: In case of any doubt or differences of opinion as to the items to be furnished under a contract resulting from this bid, the decision of the finance director shall be final and binding on both parties.

13. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

14. Acceptance of Bid/Award: The Board reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, general condition, special condition, or minor specification deviation when considered to be in its best interest, and to award the bid that best serves the interest of the Board. Award will be made to lowest responsive and responsible bidder meeting specifications. Documents contained herein are considered part of the binding contract. It is understood and agreed that the Board shall have 120 days for bid acceptance.

15. Default: Backorders default in promised delivery or failure to meet specifications, authorize the Board to cancel this contract to the defaulting bidder. The bidder must give written notice to the Board of the reason and the expected delivery date.

16. Cancellation: Either party may cancel any contract or item award for cause by giving 30 days written notice of intent to cancel. Cause for the Board to cancel shall include, but not be limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the contract period; or failure to perform to contract conditions. The bidder will be required to honor all purchase orders that were prepared and dated

prior to the date of expiration or cancellation if received by the bidder within a period of 30 days following the date of expiration or cancellation. Cancellation by the Board does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for an increase in price(s) or failure to perform, that vendor shall be removed from the Bidders List, but this does not relieve that vendor from liability for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer.

17. Addenda: An addendum may be issued as an addition or supplement or clarification to the bid document. Only written addenda are part of the bid packet and should be considered.

18. Alternate Bids: Unless specifically requested, alternate bids will not be considered. An alternate is considered a bid that does not comply with the minimum provisions requested by the bid.

19. Insurance and Indemnification: The bidder agrees to indemnify and hold harmless the Board, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the bidder, its agents, employees, or representatives, or arise from any bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Board. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board. The bidder will, at the request of the Board, supply certificates evidencing such coverage.

20. Risk of Loss: The bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, material, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the Board, until such property

has been delivered to the Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the Board, from the time of shipment thereof to bidder until redelivery thereof to the Board.

21. Debris Removal: All debris must be removed after installation and/or performance of service of said equipment and/or service.

22. Non-Discrimination: The Board provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

23. Assignment: Assignment of any rights or obligations under award or any portion of this bid is not allowed without the express written consent of the Board.

24. Proper Identification: All vendors, employees or agents shall be properly dressed, preferably uniformed, and shall have proper identification. All vendors, employees or agents shall check in and out at the facility's main office. School hours are generally 8:00 am to 4:00 pm.

25. Tobacco and Drug Policy: Decatur City Board of Education is a tobacco and drug free system. All vendors, employees, and agents shall abide by the tobacco and drug free policy while on any property owned/leased by the Board.

26. Warranty: The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the Board, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

27. Hazardous and Toxic Substances: Bidder must comply with all applicable federal, state, county, and city laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to information about hazardous and toxic substances, and as amended from time to

time. Bidder shall provide the Board with a "Material Safety data Sheet" if required.

28. Patents: Bidder guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect, and save harmless, the Board and its employees on any claims arising out of the purchase of goods or services.

29. Annual Appropriation: The Board's performance and obligation to pay under this contract are contingent upon an annual appropriation.

30. Domestic Products: In public works projects, the contractor agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification.

31. Certification Pursuant to Act No. 2006-557: Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a bid, the bidder is hereby certifying that the bidder is in full compliance with Act 2006-557, not barred from bidding or

entering into a contract pursuant to 41-4-116, and acknowledges the awarding authority may declare the contract void if the certification is false.

32. Certification Pursuant to Act No. 2011-535: Section 9 of the Beason-Hammon Act provides that contractors who are awarded contracts, incentives, grants, etc. by any entity which receives State funds must file an affidavit that he will not hire unlawful aliens (Affidavit of Compliance With Act No. 2011-535 is attached). As part of such affidavit, the affiant must attach to the affidavit as documentation of the bidder's enrollment in the E-Verify program pages 1 and 12 of the bidder's E-Verify Memorandum of Understanding (MOU). Page 1 must show the name and company ID Number of the bidder and page 12 must show that the MOU has been electronically signed by the bidder and the Department of Homeland Security – Verification Division and must contain information relating to the bidder consistent with other contact data concerning the bidder provided elsewhere in connection with the bid. Bidders who do not enclose the affidavit, with pages 1 and 12 of the MOU attached, will not be considered responsive bidders and their bids will not be considered.

Any and all general information, special terms and conditions, or scope of work, etc., attached hereto which vary from these general conditions shall have precedence.

SPECIAL CONDITIONS

- 1. See attached Technical Specifications.**

BID RESPONSE FORM

In accordance with the foregoing bid terms, conditions, and specifications, the bidder hereby submits the following bid to supply the Decatur City Board of Education

Quantity	Description	Price	Total
1	Video Portal	\$11,997	\$11,997
1	Video On-demand Server	\$41,436	\$41,436
1	Rack-Mount Chassis	\$6,396	\$6,396
10	Single-Channel Blades	\$5,996	\$59,960
1	High-Definition Single-Channel Blade	\$7,996	\$7,996
7	High-Definition Single-Channel Encoders (for school camera)	\$9,596	\$67,172
		TOTAL	\$194,957

Does not include training and installation.

If you are bidding a product or model other than the product used as an example, please list the manufacturer and part numbers and quantities needed in the space below:

Quantity	Substitute Manufacturer/Model	Price	Total
	Video Portal:		
	Video On-demand Server:		
	Rack-Mount Chassis:		
	Single-Channel Blades:		
	High-Def Channel:		
	For school camera feed:		
		TOTAL	

Vendor Contact Information: Joe Alissandrello (name)

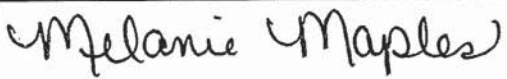
Title: Account Manager Telephone: 423-580-3322

Physical Address/Location: Live in Chattanooga, TN Corp Address 1025 Rose Creek Dr, Woodstock, GA 30189

Must attach contact information for three references and vendor's Service Level Agreement.

AUTHORIZATION FOR ISSUING INVITATION TO BID

Bid Number	01-2012
Bid Title	Video Distribution System
Date ITB Advertised and Released	January 24, 2012
Bid Date and Time	February 23, 2012 at 2:00 p.m.

ITB Reviewed and Authorized By:	
	
Melanie Maples, Finance Director	Date: 1/23/12

CHECKLIST

This checklist is for the convenience of the company submitting a bid and may be used to assist ensuring sections of the bid are properly completed and returned. A copy of this sheet may be retained in your files as a record of your response to this offer.

_____ Mailing envelope has been addressed to:
Decatur City Board of Education
Attn: Mandi Jones
302 4th Avenue, NE
Decatur, Alabama 35601

_____ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time

Note: All courier delivered bids must have the bid number and title on the outside of the courier packet.

Complete each of the following as required:

- Read all bid requirements and specifications
- Sign the invitation to bid sheet
- Complete the minority questionnaire section
- Complete the Affidavit of Compliance with Act No. 2011-535
- Attach pages 1 and 12 of the E-Verify Memorandum of Understanding
- Bid bond enclosed, if required
- Addendum (if any) included
- Include all pages of bid document

Decatur City School District
**Centralized Video Distribution System
Request for Proposal (RFP)**

Bid 01-2012

General Overview

Decatur City School District, located in Decatur, Alabama, is currently seeking video components to comprise a centralized video distribution system to transport information to individual classrooms and public areas in the school libraries. The request is for products and services to be delivered between July 1 and June 30 of the coming e-rate funding year 2012-2013.

Locations

The video components will serve the schools of the Decatur City School District as listed below (all facilities are in Decatur, Alabama):

#	Facility	Address	Distance from CO*	Zip Code
1.	Austinville Elementary School	2320 Clara Street, SW	3.6	35601
2.	Banks-Caddell Elementary School	211 Gordon Drive	.6	35601
3.	Brookhaven Middle School	1302 5 th Avenue, SW	2.7	35601
4.	Frances Nungester Elementary School	726 Tammy Street, SW	5.4	35603
5.	Somerville Road Elementary School	910 Somerville Road, SE	1.3	35601
6.	West Decatur Elementary School	708 Memorial Drive, SW	2.9	35601
7.	Woodmeade Elementary School	1400 19 th Street, SW	3.6	35603

*Mileage is approximate.

Scope of Work

The project is for a complete video distribution system to include but not be limited to the following components:

- A video portal (like the VBrick VEMS Mystro Standard Edition Portal/Product Number 8000-0171E06) that is 100% E-Rate eligible
- A video on-demand server with software (like the VBrick VOD 300W Server with Video on Demand Software/Product Number 8000-0075) that is 97% E-Rate eligible

- A rack-mount chassis (like the VBrick Rack Mount Chassis/Product Number 8570-1000) to house encoder blades and power supplies) that is 100% E-Rate eligible
- At least 10 Single-Channel Blades to stream 10 different channels of video to the schools (like the VBrick Standard Definition single-channel encoder blade/Product Number 9204-4200-000) that is 100% E-Rate eligible
- At least 1 High-Definition Single-Channel Blade to stream high-definition video to the schools (like the VBrick High Definition single-channel encoder/Product Number 9204-4210-000) that is 100% E-Rate eligible
- At least 7 metal enclosed high-definition single-channel encoders with camera input connections for streaming live video content from the schools (like the VBrick H.264 High-Definition Enterprise Class single channel encoder/Product Number 9200-4210-000) that is 100% E-rate eligible

The total package must include installation and configuration so that the final product is a video distribution system that works flawlessly on the school district's existing network. The existing network is capable of multi-casting and the connection between each site and the central distribution point (district's central office) is 1,000 Mbps (Gigabit). The total package must include training and support for at least one year.

The school district is depending on partial funding by e-rate for these services. Therefore, the successful bidder must be a participant in the Federal e-rate program and should be thoroughly familiar with the rules and regulations regarding the e-rate program. The successful vendor shall provide installation, support, and training during the normal operating hours weekdays from 8:00 a.m. until 4:30 p.m. Central Standard Time.

Bid pricing must remain good for the funding year from July 1, 2012, to June 30, 2013. Equipment will be ordered with installation to take place as quickly as possible once funding is approved through the Federal e-rate program.

Purpose of the RFP

The primary purpose of the RFP is to secure the most reliable, efficient, and cost effective video distribution system for the students and teachers of the Decatur City School District while remaining in compliance with all rules, regulations, filing, and application procedures, and deadlines of the Universal Service Administrative Company, Schools and Libraries Division. The Decatur City School District is looking for a total package to allow control of programming, distribution, and selection of video content. All parts, labor, training, cables, support, warranty, etc., to provide a total solution must be included in the final quote.

RFP Requirements and Guidelines

Also, RFPs should include a Service Level Agreement listing guaranteed response times for service calls. Also, coordinator contact information must be included along with company's SPIN (Service Provider Identification Number) for the purposes of filing for e-rate. At least three current customer references must be listed along with accurate contact information.

Cost will be the primary factor but will not be the only factor in the selection of the vendor.

The Decatur City Schools District is not liable for any costs incurred by vendors in preparing responses to the RFP and reserves the right to make corrections and changes to the RFP without notification. All required bid documents must be submitted at the time of the bid closing for the vendor to be considered.

All RFPs must follow the guidelines for reply as outlined in the complete bid document.

RFP Schedule

- RFP Posted January 24, 2012
- Bid Opening Thursday, February 23, 2012, at 2:00 P.M., at 302 4th Avenue, NE, Decatur, Alabama 35601
- Bids should be submitted in a sealed envelope clearly marked Bid #01-2012 to Mandi Jones, 302 4th Avenue NE, Decatur, AL 35601

Contact Information

Technical questions: Kathy Rains, 256-552-3000, ext. 6819

RFP questions: Mandi Jones, 256-552-3000, ext. 4136



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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **MXN Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



Company ID Number: 300954

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



Company ID Number: 300954

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 300954

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 300954

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer MXN Corporation

Shari B Gayda

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/02/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/02/2010

Date



Company ID Number: 300954

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: MXN Corporation

Company Facility Address: PMB306

1025 Rose Creek Dr., #620

Woodstock, GA 30189

Company Alternate
Address:

County or Parish: CHEROKEE

Employer Identification

Number: 582487694

North American Industry
Classification Systems

Code: 541

Parent Company: _____

Number of Employees: 5 to 9

Number of Sites Verified

for: 2

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- TENNESSEE 1 site(s)



Company ID Number: 300954

- GEORGIA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Shari B Gayda**
Telephone Number: **(770) 740 - 8728**
E-mail Address: **sgayda@mxncorp.com**

Fax Number: **(678) 867 - 7262**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PointeNorth Insurance Group P.O. Box 724728 Atlanta GA 31139		CONTACT NAME: Debra McKee AAI CISR PHONE (A/C, No. Ext): (770) 858-7540 FAX (A/C, No.): (770) 858-7545 E-MAIL ADDRESS: dmckee@pointenorthins.com PRODUCER CUSTOMER ID #: 00008179	
INSURED MXN Corp PMB306 1025 Rose Creek Dr #620 Woodstock GA 30189		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1151110158 **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TT05804099	5/15/2011	5/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO			BA7679P961	5/15/2011	5/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						Hired Comprehensive \$ ACV Hired Collision \$ ACV
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000			TT05804100	5/15/2011	5/15/2012	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATU-TORY LIMITS \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER \$
				HKUB5000N783	5/15/2011	5/15/2012	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

For Insurance Verification Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William Skeeles/DM1

William H Skeeles

ACORD 25 (2009/09)
INS025 (2009/09)

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Tennessee
STATE OF ~~ALABAMA~~)
Hamilton)
~~MORGAN~~ COUNTY)

AFFIDAVIT OF COMPLIANCE WITH ACT NO. 2011-535

Before me, the undersigned Notary Public, in and for said County in said State this day personally appeared Joe Alissandrello, who is the Account Manager of MXN Corporation (herein "Contractor") and authorized to make this affidavit on behalf of Contractor. I do hereby attest on behalf of Contractor that Contractor does not and will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; that Contractor is currently duly enrolled in the E-Verify program; that during the performance of any contract undertaken by the Contractor, the Contractor shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations; that attached to this affidavit as documentation and proof of the enrollment of Contractor in the E-Verify program are pages 1 and 12 of the Memorandum Of Understanding between Contractor and Department of Homeland Security memorializing the enrollment of Contractor in the E-Verify program; and that said Memorandum Of Understanding is currently in full force and effect.

WITNESS my hand under oath this 16 day of February, (2011)(2012).

Joe Alissandrello
Affiant

Sworn to and subscribed
before me on this the 16
day of February,
(2011)(2012).

Kendra Cameron
Notary Public
My Commission Expires:
3/18/14





South Western Communications, Inc.
Progressive Systems Technology

SPIN Number: 143007893

SWC is UL Registered and ISO 9001:2008 Certified

Eric Perez
Account Executive
(800) 873-4792
M (615) 663-9003

NOTE 4 & 8

1608 Church Street SE
Decatur, AL 35601
O (256) 351-2445
F (256) 351-1648

2513 Perimeter Place Drive
Nashville, TN 37214
O (615) 832-0101
F (615) 832-0064

DECATUR CITY BOARD OF EDUCATION
ATTN: MANDI JONES
302- 4TH AVENUE, NE
DECATUR, AL 35601

BID NUMBER: 01-2012

BID TITLE: VIDEO DISTRIBUTION SYSTEM

BID DATE AND TIME: Feb. 23, 2012 at 2:00 PM

CHECKLIST

This checklist is for the convenience of the company submitting a bid and may be used to assist ensuring sections of the bid are properly completed and returned. A copy of this sheet may be retained in your files as a record of your response to this offer.

✓ Mailing envelope has been addressed to:
Decatur City Board of Education
Attn: Mandi Jones
302 4th Avenue, NE
Decatur, Alabama 35601

✓ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time

Note: All courier delivered bids must have the bid number and title on the outside of the courier packet.

Complete each of the following as required:

- Read all bid requirements and specifications ✓
- Sign the invitation to bid sheet ✓
- Complete the minority questionnaire section ✓
- Complete the Affidavit of Compliance with Act No. 2011-535 ✓
- Attach pages 1 and 12 of the E-Verify Memorandum of Understanding ✓
- Bid bond enclosed, if required ✓
- Addendum (if any) included
- Include all pages of bid document ✓

*Bid Bond & thank you
letter mailed 3-21-12
M Jones*

DECATUR CITY BOARD OF EDUCATION INVITATION TO BID

Date: January 24, 2012

Submit to:	Bid Number: 01-2012
Decatur City Board of Education	Bid Title: Video Distribution System
Attn: Mandi Jones	Bid Date and Time: February 23, 2012
302 4 th Avenue, NE	at 2:00 p.m.
Decatur, Alabama 35601	

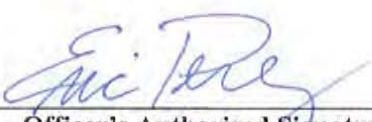
Vendors who do not wish to respond to a bid are not required to do so; however, vendors not responding and/or submitting a "no bid" response to three consecutive invitations to bid for the requested commodity may be removed from bidder's list.

VENDOR INFORMATION

Company Submitting Bid: <u>SOUTH WESTERN COMMUNICATIONS, INC.</u>	
Mailing Address: <u>1608 CHURCH ST., SE</u> <u>DECATUR, AL 35601</u>	
Telephone Number: <u>(800) 873. 4792</u>	Fax Number: <u>(256) 351.1648</u>
WebSite: <u>WWW.SWC.NET</u>	Email: <u>ERIC.PEREZ@SWC.NET</u>
Tax ID: <u>35-1510377</u>	

MINORITY BUSINESS ENTERPRISE TYPE: <u>M(10)</u>
(M1) African American Male (M2) Hispanic American (M3) Asian American (M4) Native American (M5) Native Hawaiian (M6) Small Business (M7) Disabled (M8) American Woman (M9) African American Woman (M10) <u>Non-minority</u> (M11) Other

Certificate of Independent Price Determination

I certify that this bid is made without prior understanding, agreement, or connection with any other company or person and in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation to bid (ITB), and certify that I am authorized to sign this ITB for the company submitting it.	
	<u>ERIC PEREZ</u> <u>ACCOUNT EXECUTIVE</u>
Officer's Authorized Signature	Officer's Name (printed) and Title

To be responsive, signature of officer authorized to bind the company submitting this bid is required.

STATE OF ALABAMA)
)
MORGAN COUNTY)

AFFIDAVIT OF COMPLIANCE WITH ACT NO. 2011-535

Before me, the undersigned Notary Public, in and for said County in said State this day personally appeared ERIC PEREZ, who is the ACCOUNT EXECUTIVE of South Western Communications, Inc. (herein "Contractor") and authorized to make this affidavit on behalf of Contractor. I do hereby attest on behalf of Contractor that Contractor does not and will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; that Contractor is currently duly enrolled in the E-Verify program; that during the performance of any contract undertaken by the Contractor, the Contractor shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations; that attached to this affidavit as documentation and proof of the enrollment of Contractor in the E-Verify program are pages 1 and 12 of the Memorandum Of Understanding between Contractor and Department of Homeland Security memorializing the enrollment of Contractor in the E-Verify program; and that said Memorandum Of Understanding is currently in full force and effect.

WITNESS my hand under oath this 16th day of February, (2011)(2012).

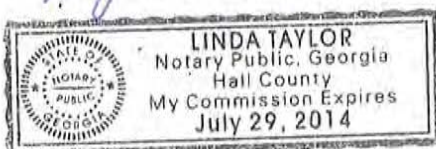
Eric Perez
Affiant

Sworn to and subscribed
before me on this the 16th
day of February, 2012.
(2011)(2012).

Linda Taylor
Notary Public

My Commission Expires:

July 29th, 2014





E-VERIFY IS A SERVICE OF DHS

Company ID Number: 325553

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and South Western Communications, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 325553

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: South Western Communications, Inc.

Company Facility Address: 1608 Church St

Decatur, AL 35601

Company Alternate
Address:

County or Parish: MORGAN

Employer Identification

Number: 351510377

North American Industry
Classification Systems

Code: 238

Parent Company: South Western Communications

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

SOUTH WESTERN COMMUNICATIONS, INC.
PO BOX 5288
EVANSVILLE, IN 47716

SURETY:

(Name, legal status and principal place of business)

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

OWNER:

(Name, legal status and address)

DECATUR CITY BOARD OF EDUCATION
302 4TH AVE NE
DECATUR, AL 35601

BOND AMOUNT: \$ 5%

PROJECT:

(Name, location or address, and Project number, if any)

VIDEO DISTRIBUTION SYSTEM BID

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23st day of February , 2012

Wang Middleman
(Witness)

George C. Hildebrand
(Witness)

SOUTH WESTERN COMMUNICATIONS INC.
(Principal) (Seal)

Todd Lucy
(Title) President

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Monika Givens
(Title) Monika Givens, Attorney-in-fact

UNRAVELING THE POWER OF ATOMICS IN LAMINATE WITHOUT THE RED NOISE

[illegible][illegible]

FURTHER RESOLVED, that Geo. Chapman, the President, the Executive Vice President and any other "top Presidential" staff who have received any money from any source or organization or employee of the United States in connection with any election in the United States, and if it is

[illegible][illegible][illegible]

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at the City of Cambridge, this 23rd day of February, 1912.

Kevin E. Hooper
Kevin E. Hooper, Attorney at Law

verify (the value of σ^2) of the Power of Autocorrelation (PCA) test, as compared to the power of individual and the results of the test to be in the power of autocorrelation.

STREETVARI

POWER OF ATTORNEY

St. Paul Mercantile Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-fee Test No. 274342

Certificate No. 004632862

[illegible]

Jill A. Kovach, Robert A. Fitzsimmons, Monika Givens, Kristi E. Daniel, Cheryl A. Hüllenbrand, and Christine Johnson

St. City of _____ State of _____

[illegible]

27. WITNESSES BEFORE OF the Commission have caused this instrument to be signed and their employment ends on the first day of 7th

Armstrong Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters
M. Paul Eise and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford

On 22/12/92 December 2011

[illegible]

In Witness Whereof, I have set my hand and official seal.

Marie C. Treault

50440-5-11 Printed in U.S.A.

NEEDING THIS POWER OF ATTORNEY? WITHOUT THE PERCENT

APR 13 1965

GENERAL CONDITIONS

Bidder: To ensure responsiveness and acceptance of bid, please follow these instructions. (The use of the words: bidder, proposer, vendor, contractor, and supplier for the context of this solicitation all have the same meaning for the company/firm submitting a bid or a request for proposal.)

1. Bid Opening: Sealed bids must be received in the Central Office by the bid opening time and date specified in this invitation to bid unless changed by addendum. The clock in the Central Office shall determine the time of receipt. All bids delivered after the specified time will not be considered and will be returned to the bidder. Fax or telephone bids will not be accepted. At the bid opening, no discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied.

2. Preparation of Bid: Bid shall contain a manual signature of an authorized representative in the space provided. Label the bid envelope with submittal address as indicated in this bid package. In addition, include the date and time of the bid opening and the bid number. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and correction printed in ink or typewritten adjacent, and must be initialed in ink by person authorized to sign the bid.

3. Submittal of Bid: *The entire invitation to bid documents should be completed and returned as requested.* Modifications and corrections received after the closing time specified will not be considered. It is the bidder's responsibility to examine any drawings, specifications, and instructions.

4. Bid and Performance Security: A bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, or a postal money order, certified check, cashier's check or irrevocable letter of credit in the amount of \$500 made payable to the Decatur City Board of Education is required to accompany each bid, unless otherwise stated in the "Special Conditions." Corporate or personal checks are not acceptable. All checks of unsuccessful bidders will be returned to the bidders after the Board has approved the bid award.

5. Prices and Delivery: Firm prices shall be quoted, typed, or printed in ink, to include all packing, handling, shipping, and delivery charges FOB Decatur City Board of Education. Unless otherwise specified, bid prices are assumed firm for a minimum period of 120 days after the date of the opening. The Board reserves the right to make award to next lowest responsible bidder if prices are not firm. The bid will show the number of days to place a commodity in the Board's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedule may become a factor in the award. The Board has the right to extend delivery if reasons appear valid.

6. Installation: Where installation is required, the successful bidder shall be responsible for placing and installing the product in the required location(s). Authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The successful bidder shall protect the site from damage and shall repair damages or injury caused during installation by the vendor, its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the vendor shall promptly restore the structure or site to its original condition. The successful bidder shall perform installation work so as to cause the least inconvenience and interference with the Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

7. Taxes and Trade Discounts: Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Decatur City Board of Education is tax exempt by law, Code of Alabama, Title 40, Sec. 23, Sub. Sec. 4. Trade discounts should be deducted from the unit price and net price should be shown on bid.

8. Acceptance and Rejection: Inspection and testing, if any, and acceptance will be at the destination unless otherwise provided, but all materials and workmanship shall be subject to inspection and test at all times and places, and where practicable. Title to risk or loss or damage to all items shall be the responsibility of the supplier until acceptance by the Board unless loss or damage results from negligence by the Board. During manufacture, the right is reserved to reject articles that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the bidder promptly after notification of rejection. Final inspection and acceptance or rejection of material or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Board thereof for such materials or supplies as not in accordance with the specifications. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

9. Brand Name Reference: Unless specified "no substitute," any catalog brand name or manufacturer's reference used in the ITB is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete description of the product offered. The Board reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Board may require the bidder to supply additional descriptive material, samples, or demonstrations. The bidder guarantees that the product offered will meet or exceed the referenced product and or specifications identified in the ITB. If the bidder takes no

exception to the specifications, bidder will be required to furnish the product exactly as specified in the solicitation.

10. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the Board. Samples not destroyed during reasonable examination will become the property of the Board unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name address, bid number and item number.

11. Interpretation: Any questions concerning specifications and conditions shall be directed to Mandi Jones, Purchasing Agent at 256-552-0627.

12. Disputes: In case of any doubt or differences of opinion as to the items to be furnished under a contract resulting from this bid, the decision of the finance director shall be final and binding on both parties.

13. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

14. Acceptance of Bid/Award: The Board reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, general condition, special condition, or minor specification deviation when considered to be in its best interest, and to award the bid that best serves the interest of the Board. Award will be made to lowest responsive and responsible bidder meeting specifications. Documents contained herein are considered part of the binding contract. It is understood and agreed that the Board shall have 120 days for bid acceptance.

15. Default: Backorders default in promised delivery or failure to meet specifications, authorize the Board to cancel this contract to the defaulting bidder. The bidder must give written notice to the Board of the reason and the expected delivery date.

16. Cancellation: Either party may cancel any contract or item award for cause by giving 30 days written notice of intent to cancel. Cause for the Board to cancel shall include, but not be limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the contract period; or failure to perform to contract conditions. The bidder will be required to honor all purchase orders that were prepared and dated

prior to the date of expiration or cancellation if received by the bidder within a period of 30 days following the date of expiration or cancellation. Cancellation by the Board does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for an increase in price(s) or failure to perform, that vendor shall be removed from the Bidders List, but this does not relieve that vendor from liability for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer.

17. Addenda: An addendum may be issued as an addition or supplement or clarification to the bid document. Only written addenda are part of the bid packet and should be considered.

18. Alternate Bids: Unless specifically requested, alternate bids will not be considered. An alternate is considered a bid that does not comply with the minimum provisions requested by the bid.

19. Insurance and Indemnification: The bidder agrees to indemnify and hold harmless the Board, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the bidder, its agents, employees, or representatives, or arise from any bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Board. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board. The bidder will, at the request of the Board, supply certificates evidencing such coverage.

20. Risk of Loss: The bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, material, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the Board, until such property

has been delivered to the Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the Board, from the time of shipment thereof to bidder until redelivery thereof to the Board.

21. Debris Removal: All debris must be removed after installation and/or performance of service of said equipment and/or service.

22. Non-Discrimination: The Board provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

23. Assignment: Assignment of any rights or obligations under award or any portion of this bid is not allowed without the express written consent of the Board.

24. Proper Identification: All vendors, employees or agents shall be properly dressed, preferably uniformed, and shall have proper identification. All vendors, employees or agents shall check in and out at the facility's main office. School hours are generally 8:00 am to 4:00 pm.

25. Tobacco and Drug Policy: Decatur City Board of Education is a tobacco and drug free system. All vendors, employees, and agents shall abide by the tobacco and drug free policy while on any property owned/leased by the Board.

26. Warranty: The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the Board, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

27. Hazardous and Toxic Substances: Bidder must comply with all applicable federal, state, county, and city laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to information about hazardous and toxic substances, and as amended from time to

time. Bidder shall provide the Board with a "Material Safety data Sheet" if required.

28. Patents: Bidder guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect, and save harmless, the Board and its employees on any claims arising out of the purchase of goods or services.

29. Annual Appropriation: The Board's performance and obligation to pay under this contract are contingent upon an annual appropriation.

30. Domestic Products: In public works projects, the contractor agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification.

31. Certification Pursuant to Act No. 2006-557: Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a bid, the bidder is hereby certifying that the bidder is in full compliance with Act 2006-557, not barred from bidding or

entering into a contract pursuant to 41-4-116, and acknowledges the awarding authority may declare the contract void if the certification is false.

32. Certification Pursuant to Act No. 2011-535: Section 9 of the Beason-Hammon Act provides that contractors who are awarded contracts, incentives, grants, etc. by any entity which receives State funds must file an affidavit that he will not hire unlawful aliens (Affidavit of Compliance With Act No. 2011-535 is attached). As part of such affidavit, the affiant must attach to the affidavit as documentation of the bidder's enrollment in the E-Verify program pages 1 and 12 of the bidder's E-Verify Memorandum of Understanding (MOU). Page 1 must show the name and company ID Number of the bidder and page 12 must show that the MOU has been electronically signed by the bidder and the Department of Homeland Security – Verification Division and must contain information relating to the bidder consistent with other contact data concerning the bidder provided elsewhere in connection with the bid. Bidders who do not enclose the affidavit, with pages 1 and 12 of the MOU attached, will not be considered responsive bidders and their bids will not be considered.

Any and all general information, special terms and conditions, or scope of work, etc., attached hereto which vary from these general conditions shall have precedence.

SPECIAL CONDITIONS

1. See attached Technical Specifications.

BID RESPONSE FORM

In accordance with the foregoing bid terms, conditions, and specifications, the bidder hereby submits the following bid to supply the Decatur City Board of Education

Quantity	Description	Price	Total
1	Video Portal		
1	Video On-demand Server		
1	Rack-Mount Chassis		
10	Single-Channel Blades		
1	High-Definition Single-Channel Blade		
7	High-Definition Single-Channel Encoders (for school camera)		
		TOTAL	

If you are bidding a product or model other than the product used as an example, please list the manufacturer and part numbers and quantities needed in the space below:

Quantity	Substitute Manufacturer/Model	Price	Total
	Video Portal: <i>Media CAST</i>	<i>see attached itemized</i>	
	Video On-demand Server: <i>Media CAST</i>	<i>listing showing e-rate</i>	
	Rack-Mount Chassis: <i>Media CAST</i>	<i>eligible + non e-rate</i>	
	Single-Channel Blades: <i>Media CAST</i>	<i>eligible components.</i>	
	High-Def Channel: <i>Media CAST</i>		
	For school camera feed: <i>Media CAST</i>		
	<i>GRAND</i> TOTAL		<i>\$152,597.00</i>

Vendor Contact Information: *ERIC PEREZ* (name)

Title: *ACCOUNT EXECUTIVE* Telephone: *615.663.9003*

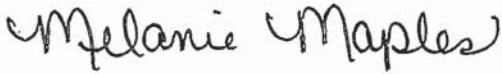
Physical Address/Location: *1608 CHURCH ST. SE* *2513 PERIMETER PL. DRIVE*
DECATUR, AL 35601 *NASHVILLE, TN 37214*
2 LOCATIONS

Must attach contact information for three references and vendor's Service Level Agreement.

see attached proposal —

AUTHORIZATION FOR ISSUING INVITATION TO BID

Bid Number	01-2012
Bid Title	Video Distribution System
Date ITB Advertised and Released	January 24, 2012
Bid Date and Time	February 23, 2012 at 2:00 p.m.

ITB Reviewed and Authorized By:	
	
Melanie Maples, Finance Director	Date: 1/23/12

Decatur City School District
**Centralized Video Distribution System
Request for Proposal (RFP)**

Bid 01-2012

General Overview

Decatur City School District, located in Decatur, Alabama, is currently seeking video components to comprise a centralized video distribution system to transport information to individual classrooms and public areas in the school libraries. The request is for products and services to be delivered between July 1 and June 30 of the coming e-rate funding year 2012-2013.

Locations

The video components will serve the schools of the Decatur City School District as listed below (all facilities are in Decatur, Alabama):

#	Facility	Address	Distance from CO*	Zip Code
1.	Austinville Elementary School	2320 Clara Street, SW	3.6	35601
2.	Banks-Caddell Elementary School	211 Gordon Drive	.6	35601
3.	Brookhaven Middle School	1302 5 th Avenue, SW	2.7	35601
4.	Frances Nungester Elementary School	726 Tammy Street, SW	5.4	35603
5.	Somerville Road Elementary School	910 Somerville Road, SE	1.3	35601
6.	West Decatur Elementary School	708 Memorial Drive, SW	2.9	35601
7.	Woodmeade Elementary School	1400 19 th Street, SW	3.6	35603

*Mileage is approximate.

Scope of Work

The project is for a complete video distribution system to include but not be limited to the following components:

- A video portal (like the VBrick VEMS Mystro Standard Edition Portal/Product Number 8000-0171E06) that is 100% E-Rate eligible
- A video on-demand server with software (like the VBrick VOD 300W Server with Video on Demand Software/Product Number 8000-0075) that is 97% E-Rate eligible

- A rack-mount chassis (like the VBrick Rack Mount Chassis/Product Number 8570-1000) to house encoder blades and power supplies) that is 100% E-Rate eligible
- At least 10 Single-Channel Blades to stream 10 different channels of video to the schools (like the VBrick Standard Definition single-channel encoder blade/Product Number 9204-4200-000) that is 100% E-Rate eligible
- At least 1 High-Definition Single-Channel Blade to stream high-definition video to the schools (like the VBrick High Definition single-channel encoder/Product Number 9204-4210-000) that is 100% E-Rate eligible
- At least 7 metal enclosed high-definition single-channel encoders with camera input connections for streaming live video content from the schools (like the VBrick H.264 High-Definition Enterprise Class single channel encoder/Product Number 9200-4210-000) that is 100% E-rate eligible

The total package must include installation and configuration so that the final product is a video distribution system that works flawlessly on the school district's existing network. The existing network is capable of multi-casting and the connection between each site and the central distribution point (district's central office) is 1,000 Mbps (Gigabit). The total package must include training and support for at least one year.

The school district is depending on partial funding by e-rate for these services. Therefore, the successful bidder must be a participant in the Federal e-rate program and should be thoroughly familiar with the rules and regulations regarding the e-rate program. The successful vendor shall provide installation, support, and training during the normal operating hours weekdays from 8:00 a.m. until 4:30 p.m. Central Standard Time.

Bid pricing must remain good for the funding year from July 1, 2012, to June 30, 2013. Equipment will be ordered with installation to take place as quickly as possible once funding is approved through the Federal e-rate program.

Purpose of the RFP

The primary purpose of the RFP is to secure the most reliable, efficient, and cost effective video distribution system for the students and teachers of the Decatur City School District while remaining in compliance with all rules, regulations, filing, and application procedures, and deadlines of the Universal Service Administrative Company, Schools and Libraries Division. The Decatur City School District is looking for a total package to allow control of programming, distribution, and selection of video content. All parts, labor, training, cables, support, warranty, etc., to provide a total solution must be included in the final quote.

RFP Requirements and Guidelines

Also, RFPs should include a Service Level Agreement listing guaranteed response times for service calls. Also, coordinator contact information must be included along with company's SPIN (Service Provider Identification Number) for the purposes of filing for e-rate. At least three current customer references must be listed along with accurate contact information.

Cost will be the primary factor but will not be the only factor in the selection of the vendor.

The Decatur City Schools District is not liable for any costs incurred by vendors in preparing responses to the RFP and reserves the right to make corrections and changes to the RFP without notification. All required bid documents must be submitted at the time of the bid closing for the vendor to be considered.

All RFPs must follow the guidelines for reply as outlined in the complete bid document.

RFP Schedule

- RFP Posted January 24, 2012
- Bid Opening Thursday, February 23, 2012, at 2:00 P.M., at 302 4th Avenue, NE, Decatur, Alabama 35601
- Bids should be submitted in a sealed envelope clearly marked Bid #01-2012 to Mandi Jones, 302 4th Avenue NE, Decatur, AL 35601

Contact Information

Technical questions: Kathy Rains, 256-552-3000, ext. 6819

RFP questions: Mandi Jones, 256-552-3000, ext. 4136



Digital Content Management & Streaming System

Created for:
Decatur City Board of Education

Centralized Video Distribution eRate 2012 FY15

Date: 02/21/2012
BID NUMBER: 01-2012
SPIN NUMBER: 143007893

South Western Communications, Inc.
Eric Perez

eric.perez@swc.net

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Executive Summary

South Western Communications and Inventive Technology are offering a turn-key solution for the "Video Distribution & Streaming System" for your e-Rate 470/RFP. As your organization evaluates the multitude of options for video-related services like media retrieval, on-demand streaming, online programs and distance education, it is important to understand how related pieces will work together. Our proposed solution, called MediaCAST, has been chosen by many other schools as the best method for managing, tracking, licensing and delivery all your digital media (not just video). Making media available on-demand for teachers and students across your existing IP network, to all classrooms on every computer and to projectors, televisions, LCDs and Plasma screens.

Our solution utilizes the existing LAN, WAN and Internet infrastructure to provide true on-demand media access from all computers through MediaCAST's web-browser interface. Our solution provides an educationally-based solution as an alternative to most piecemealed video products. MediaCAST is designed specifically to help your district meet its education goals and learning objectives. Our district architecture is the most-cost effective because it allows you to meet the needs of all school sites and all students without duplicating equipment at every site. MediaCAST is the system that will make it easy to manage your content, storage, licensing and delivery while helping you meet your Copyright Fair Use and Teach Act requirements. It has a built-in Copyright Fair Use Manager giving your staff the necessary tools to work with digital content from all your 3rd party publishers. Please evaluate our offering under the context of the "best education solution and overall value" for your organization.

The package we are recommending consists of e-rate eligible and some non-eligible items as shown in the pricing document. All items are required to complete a full solution except for those shown under "Optional Items." Quantities can be adjusted based on your desired capabilities and budget.

For our proposed solution your organization's data center is considered the primary site. By placing a MediaCAST Master Controller at the primary district site you will have a system supporting all schools, students and staff. Media Appliances are included to store and stream digital video and other media content. Media Appliances can be added at any site that is not on your high-speed WAN. This provides up to HD quality video streaming at the location without using your WAN bandwidth for streaming. We show OnLocation Carts so staff have a mobile solution to convert VHS and DVD media into streaming video and add it to MediaCAST's Digital Library. The mobile cart can also be used to do live video broadcasting over your IP network to classrooms. MediaBroadcasters are shown in the proposal to capture and broadcast cable, satellite and other video sources from your head-end rooms or data centers.

In this proposal response, Inventive will provide detailed narrative about each section of your needs. We will outline our educational objectives, issues to consider, and frequently asked questions about each section, then directly describe the solution we are proposing. The pricing document outlines the e-rate eligible and ineligible components and associated prices. **South Western Communications e-rate spin number is 143007893.** Please be aware that some vendors may claim their video storage server is e-Rate eligible, however based on the latest e-Rate eligibility requirements a server that has the primary purpose of storing digital video content is not eligible. This may factor into your cost comparison. We agree to comply with the requirements outlined in your RFP as the selected provider. We shall provide the required insurance and other documentation if selected as the vendor for the project.

We look forward to answering any questions you may have about our response and the MediaCAST system. If you have not had the opportunity we would like to offer a demonstration to you and your colleagues to help in making an informed decision. You may contact us at 800-873-4792. Thank you for your consideration and we hope to have the opportunity to work with you and your organization.

A few of the key features of MediaCAST® that make it the preferred choice for educational institutions.

Quick MediaCAST Checklist

- ☒ Supports ALL industry-standard video and audio formats, not just a few
(Windows Media, H.264, QuickTime, Flash, Real, MPEG 1/2/4)
- ☒ Delivers broadband-quality up to HD-quality on-demand video, storage, and streaming.
- ☒ Digital Library supports video plus all the non-video resources including:
eBooks, PDF, PowerPoint, Captivate, Impactica, Producer, Website URLs, documents,
images, MS Word, MS Excel, Podcasts, SmartBoard Notebook, Promethean Flipchart, and
more
- ☒ Correlate your learning resources and media to the State's education standards, and search for
content by standard (your State's Education Standards are preloaded on the system for easy linking)
- ☒ Copyright Fair Use and the Teach Act compliance tools to work with 3rd party content
- ☒ Supports capture, creation, and display of Closed Captions for the government's 508c guideline
- ☒ Non-proprietary Intel-based hardware for easy management and long-term reliability
- ☒ Integrated digital bulletin boards with All-Call and Emergency Mode Broadcasting
- ☒ Includes encoding, capture, and live broadcasting
- ☒ Includes 3 years of next-business-day, on-site warranty parts and labor on main system hardware
- ☒ Seamlessly Integrated Modules (SIMs) available to enhance the core capabilities
 - Digital signage and communication system - MediaCAST Kiosk Central™
 - Set-top media device for entryways, hallways, auditoriums - MediaCast Viewer™
 - Integration with LMS/CMS systems - Blackboard/WebCT™, Moodle™, Desire2Learn™, Angel™
 - Desktop IP-based Videoconferencing - MediaCAST Live Presenter™
 - Create and deliver online courses - MediaCAST Construct™
 - Digital content integration with leading providers - Discovery Streaming™, CCC!™, Learn360™ and more

We look forward to answering any questions you may have about this proposal and the MediaCAST solution. You may contact us at 800-873-4792. Thank you for your consideration and we hope to have the opportunity to work with you and your organization.

South Western Communications

Inventive Technology, Inc.

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Reference Contact Information

Project Name	Contact Name	Location	Phone Number
Tyler Independent School District	John Orbaugh – Technology Director	Tyler, TX	(903) 262-1085 (903) 780-6212 cell
Jackson County Schools	Bob Betz, Technology Director	Jefferson, GA	(706) 215-0368
Ann Arbor Public Schools	Carlos Soto, Jr., Technical Specialist for AV Media	Ann Arbor, MI	734-997-1296
Cherokee County Schools	Bobby Blount – Technology Director	Canton, GA	(770) 704-4365
Aims Community College	George Miller, Media Services	Greeley, CO	(970) 330-8008
Twinsburg Schools	Jennifer Farthing, Media Specialist	Twinsburg, OH	(330) 486-2400 * 6 years (216) 214-0962 cell
Lovington Municipal Schools	Pamela Gray, Technology Director	Lovington, NM	(505) 739-2210 EXT 1015 Bed # X
Kean University	Dr. Sheree Reese, Professor of Speech Pathology	Union, NJ	(732) 636-5475

A Few Recent Education Projects

Client Name	Description of Work
Cherokee County School District, GA	District-Wide Solution for over 30 Schools for On-Demand Media Solution with Live Broadcasting
Northwest ISD, TX	District-Wide Solution for 16 School for On-Demand Video, Streaming and Live Broadcasting Project
Tyler ISD, TX	Deployment of On-Demand Video Streaming and Digital Library with District Funding & e-Rate Project for 12 Sites and the District location
Barber's Hill ISD, TX	District On-Demand Video Streaming System
University of Harrisburg, PA	Streaming Media and Copyright Management for Digital Library
Chippewa School District, MI	Live Digital TV and On-Demand Classroom Delivery
Ann Arbor Public Schools, MI	Live Digital TV and On-Demand Streaming Media & Content Delivery
Wilson County School District, TN	Centralized Online Course Management, Application Streaming & Digital Video Streaming
Jackson County Schools, GA	On-Demand Digital Media Solution with Live Broadcasting of TV Channels for the District. Centralized Digital Bulletin and Kiosk System with All-Call and Emergency Broadcasts
Chesapeake Schools, VA	New Grassfield High School Deployed 150 Classrooms with MediaCAST Viewers for Projector Control and Automation of Morning Announcements and Emergency Broadcasts. Live IP TV Channels and Live Broadcasting Stations along with Digital Content Repository

Lakewood Schools, OH	Deployed Live Morning Announcements and IP TV Channels with Video On-Demand in 4 Buildings
Twinsburg School District, OH	On-Demand Media Solution with Live Broadcasting of TV Channels
West Jefferson Schools, OH	Digital Content Management Solution – Live Morning Announcements and TV Channels
California State University Northridge, CA	Live video streaming, on-demand video delivery system and distance learning
Central Indiana Educational Service Center, IN	Transition to High-Quality Video On-Demand in 26 School Districts Across Indiana
Regional Professional Development (RPDP), Clark County, Las Vegas NV	Initiative to train thousands of teachers across the 5th largest school district in the country. Online course creation, on-demand digital library of media
Harrisburg Academy, PA	Online Content Management System
Cameron ISD, TX	Community Video Broadcasting & Digital On-Demand Library
Aims Community College, CO	Media Services Deployment of On-Demand Video Supporting 3 Campus Locations and 37 Interactive SmartRooms

Price Proposal

This proposal is broken down into the core system and optional items. The optional items are enhancements and may be purchased with the core system or added later. Please inquire about having us prepare different configurations or options if this proposal does not meet your project requirements or exceeds your budget.

CORE Site

Qty	Product Name	Unit Price	Ext. Price
eRATE Eligible Items			
MediaCAST Core System			
1	MediaCAST™ Master Controller Enhanced Unit is 2U rack-mount and manages and controls the delivery and enables the transport of video, audio and media over and between coax and TCP/IP networks. The operational software and hardware handle the programming, scheduling and reservations of materials and controls the distribution. The software is priced as a separate item. The hardware and software are designed to function as one unit that manages the flow of information for the entire system. The system manages resources including live and on-demand broadcasts, two-way videoconferencing stations, one-way video communications and access control to digital media stored on separate archive servers. End-user software with licensing is not included and maybe purchased separately. Master Controller Unit does not store video or audio content.	\$27,500	\$27,500
Media Storage & Streaming Hardware			
1	MediaCAST Media Appliance Live IP Broadcasting Module for Multicasting	\$790	\$790
1	MediaCAST Media Controller web server used to transport video information to individual classrooms. Integrated into MediaCAST Master Controller and MediaBroadcast Encoders.	\$7,100	\$7,100
Encoders & Live Broadcast Equipment			
7	MediaEncoder™ HD is a single channel H.264, Flash, Windows Media and QuickTime/Mpeg4 encoder. This configuration is a desktop audio and video encoder for compressing audio and video signals to send to individual classrooms. It will handle one video and audio feeds. It is designed to encode and decode a range of video formats. Provides for the transport of video and audio over Ethernet network cabling with TCP/IP Protocol.	\$6,900	\$48,300
1	MediaBroadcaster™ is a dual-channel Windows Media, Flash and H.264 encoder. This configuration is a full-depth 1U rack-mountable audio and video encoder for compressing audio and video signals to send to individual classrooms. It will handle two video and audio feeds. It is designed to encode and decode a range of video formats. Provides for the transport of video and audio over Ethernet network cabling with TCP/IP Protocol.	\$7,500	\$7,500
1	MediaBroadcaster™ is a single-channel HD encoder. This configuration is a full-depth 1U rack-mountable audio and video encoder for compressing audio and video signals to send to individual classrooms. It will handle one video and audio feed. It is designed to encode and decode a range of video formats depending on the model including Windows Media, H.264 and Flash. It supports from broadband quality up to HD resolutions. Provides for the transport of video and audio over Ethernet network cabling with TCP/IP Protocol.	\$10,400	\$10,400

- | | | | |
|---|---|----------|----------|
| 2 | MediaBroadcaster™ is a quad-channel Windows Media, Flash or H.264 encoder. This configuration is a full-depth 1U rack-mountable audio and video encoder for compressing audio and video signals to send to individual classrooms. It will handle four video and audio channels concurrently in up to DVD-quality. It is designed to encode and decode a range of video formats. Provides for the transport of video and audio over Ethernet network cabling with TCP/IP Protocol. | \$11,300 | \$22,600 |
|---|---|----------|----------|

8 of 10

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Installation, Training and Support Services

- | | | | |
|---|--|-------------------|---------|
| 1 | On-Site Installation for E-Rate Eligible Equipment (1 day). Includes travel costs. | \$3,000 | \$3,000 |
| 1 | On-Site Installation for E-Rate Eligible Equipment (additional consecutive day). Includes travel costs. | \$1,400 | \$1,400 |
| 2 | Basic Operational Knowledge Transfer including on-site training for basic instruction on equipment. The training is coincident with and directly associated with the installation of the equipment, and is part of the contract. End user training for teachers and staff, will be performed separately under separate cost not eligible for e-rate. | \$2,700 | \$5,400 |
| 1 | SecureCARE Maintenance - Includes diagnostic services necessary to maintain the equipment in working order, remote technical support, software maintenance and upgrades necessary to maintain the systems operation. Does not include on-site support calls. Includes Basic maintenance services on e-Rate eligible components. | 1st Year Included | |

eRATE Ineligible Items

Learning Systems Integration

- | | | | |
|---|---|---------|---------|
| 1 | LDAP Module - LDAP, Active Directory or Novell Authentication Integration | \$3,200 | \$3,200 |
|---|---|---------|---------|

Media Storage & Streaming Hardware

- | | | | |
|---|--|---------|---------|
| 1 | Media Appliance Streaming Storage Array 1.8TB RAID 5 | \$3,300 | \$3,300 |
|---|--|---------|---------|

Encoders & Live Broadcast Equipment

- | | | | |
|---|--|---------|---------|
| 1 | 10 Channel ATSC/QAM Demodulator, 2U rack-mount (fixed channel) | \$6,500 | \$6,500 |
| 1 | HD ATSC/QAM Tuner with MediaCAST Control, 1U rack-mount | \$1,100 | \$1,100 |
| 1 | Live TV Channel Guide Setup | \$1,300 | \$1,300 |
| 1 | Coax Splitter 8 Way, Amp & Cabling | \$570 | \$570 |

Installation, Training and Support Services

- | | | | |
|---|---|-------------------|-----|
| 1 | 3 Year Next Business Day On-Site Warranty (covers core system Dell server hardware) | \$1 | \$1 |
| 1 | SecureCARE Maintenance - Includes diagnostic services necessary to maintain the equipment in working order, remote technical support, software maintenance and upgrades necessary to maintain the systems operation. Does not include on-site support calls. Includes Basic maintenance services on e-Rate eligible components. | 1st Year Included | |

CORE Site	eRate Eligible Sub-Total:	\$133,990
	eRate Ineligible Sub-Total:	\$15,971
	Sub-Total:	\$149,961

Proposal Price Summary

Total: \$149.961

Shipping: \$2,636
Grand Total: \$152,597

eRate Eligible Portion of Proposal: \$133,990
eRate Eligible Shipping: \$2,484
eRate Eligible Grand Total: \$136,474

Budget figures for additional years of Maintenance, Technical Support, and Software Releases

SecureCARE Price: \$8,566 / year (First year is included at no cost)

eRATE Eligible Portion: \$8,072 / year

eRATE Ineligible Portion: \$494 / year

SecureCARE includes major software version releases and patches, unlimited toll-free phone, email, and online support with premium remote access service and automatic server diagnostics program, reporting, and remote assist. SecureCARE covers hardware and software purchased as a part of this proposal.

This service helps ensure your system is up to the current standards by having access to all the latest features, version releases and updates. It also includes unlimited technical support via (800) hotline, email, and remote access. It covers the MediaCAST software and SIMs, purchased with the system. Lapses in renewal may result in additional costs for upgrading of versions.

As part of the technical support included is remote assistance whereby our technical staff can log in to the system remotely and provide technical troubleshooting. This support provides the technical help and aids those in charge of managing and operating the system with technical and "How do I?" type questions. SecureCARE does not cover network-related downtime, losses due to viruses, or other security issues, as these are out of our control. If you need consulting with these issues in preparation for your MediaCAST deployment, please contact us, and we will help you at a nominal cost.

Standard Pricing

SecureCARE pricing is calculated on hardware and software applicable line items. SecureCARE is available on annual renewal or at a discounted rate for multiple years purchased in advance. The first year of the purchase on all MediaCAST items includes SecureCARE in the base price at no additional cost. Hosted and Cloud services include SecureCARE within the base price so there is no additional fee on these items for SecureCARE. Other service line items (e.g., training, install) are excluded from the SecureCARE calculation.

Training, Support, and Warranty Information

SecureCARE™ - Technical Support, Maintenance and Software Releases

Included in the proposal is SecureCARE service. SecureCARE includes major software version releases and patches, unlimited toll-free phone, email, and online support with premium remote access service and automatic server diagnostics program, reporting, and remote assist. SecureCARE covers hardware and software purchased as a part of this proposal.

This service helps ensure your system is up to the current standards by having access to all the latest features, version releases and updates. It also includes unlimited technical support via (800) hotline, email, and remote access. It covers the MediaCAST software and SIMs, purchased with the system. Included is remote assistance whereby our technical staff can log in to the system remotely and provide technical assistance. This support provides the technical help and aids those in charge of managing and operating the system with technical and "How do I?" type questions. Additional years of SecureCARE beyond those included in the proposal are available for an additional cost shown in the "Additional Years" section of the proposal.

SecureCARE does not cover network-related downtime, losses due to viruses, or other security issues, as these are out of our control. If you need consulting with these issues in preparation for your MediaCAST deployment, please contact us, and we will help you at a nominal cost.

Standard Warranty and Extended Warranty

MediaCAST's core system components including the Master Controller, Media Appliances, MediaBroadcasters, and Media Monster hardware which utilize Dell hardware include 3-years standard warranty (up to 5-years for extended optional coverage). This includes next-business-day on-site warranty covering parts and labor. Dell local service agents are used to provide this support and it is arranged directly through Inventive or one of our Value-Added Resellers. Clients may contact Inventive to coordinate and assist with troubleshooting and to help ensure a quick resolution. Client's technical personnel must be available to troubleshoot the initial problems over the phone to identify if replacement hardware components are required prior to sending out an on-site technician. MediaCAST's core system components utilize Dell server hardware unless otherwise noted in the proposal or in cases where the client is providing server hardware.

All other equipment and peripherals included within this proposal include a minimum one-year manufacturers' warranty covering parts and labor. This may be optionally extended for additional years at an added cost. The standard warranty covers the cost to repair or replace, at the manufacturer's discretion, items with defects in materials and workmanship that affect the proper operation. Warranty does not cover issues from abuse, from normal wear and tear, or for use beyond the normal intended purpose. Client may be required to ship the item to Inventive Technology or directly to the manufacturer to receive warranty.

Client Site Requirements

The equipment and requirements outlined below must be provided and are not included in this proposal price unless specifically listed as included. If there are any items shown below that you would like us to add to your proposal, please let us know and we can make the necessary changes. If there are requirements that you are unsure about or you do not already have please contact us for assistance.

Facilities

MediaCAST Master Controller, Media Appliances, Media Monster, and MediaBroadcasters are rack-mount style equipment. Each of these devices along with ancillary equipment require clean power from a UPS (Uninterruptible Power Supply). Each device requires connection to a KVM with shared monitor, keyboard and mouse (USB-style connections). The room should be centrally cooled to ensure a consistent temperature not to exceed 68 degrees. Some equipment in this proposal is mobile or will be installed in locations throughout the building. These locations generally require access to a power outlet and Ethernet connection.

Equipment Rack

Unless listed as one of the included items, a server-style equipment rack must be provided by the client. It must be a full-depth **4-post rack with minimum mounting depth of 35"**. Square or round hole rails are acceptable. Below outlines the amount of rack space that is needed for the equipment within this proposal. The "U" notation below equals one rack unit or 1.75" of vertical space in the rack.

Rack mount equipment space requirement (Note: does not include space needed for items provided by client and any item not included in the proposal)

Qty	Equipment Description	Rack Units	TotalRU
1	Master Control System Enhanced	1RU	1RU
1	Media Controller 2U Rackmount	2RU	2RU
1	MediaBroadcaster Dual-Channel 1U Rackmount (Windows Media/Flash/H.264)	1RU	1RU
1	MediaBroadcaster HD Single-Channel - 1U Rackmount	1RU	1RU
2	MediaBroadcaster Quad-Channel 1U Rackmount (Windows Media/Flash/H.264)	1RU	2RU
1	10 Channel ATSC/QAM Demodulator, 2U rack-mount (fixed channel)	2RU	2RU
1	HD ATSC/QAM Tuner with MediaCAST Control, 1U rack-mount	1RU	1RU
	Total Rack Space for this Equipment		10RU

Cable, Satellite Integration

Coax/RF splitters, RF amplifiers, channel demodulators and cables for connectivity to satellite receivers or cable boxes are not included unless specifically outlined in this proposal. Some of these items may be required for certain functionality and should be provided by the client as necessary.

Networking

For the system to achieve the stated performance for number of users, live streams and on-demand streams, it is required that the servers be plugged into high-quality managed Ethernet switches with adequate bandwidth. 1Gb/s copper Ethernet ports are recommended for the main servers but they do support 100Mb/s copper connectivity. If 10Gb/s connectivity or fiber connections are required please contact us as these connection types are not included in the price.

Public, routable IP address or NAT addresses are required to provide off-campus accessibility. A Domain Name (DNS) entry is required for the MediaCAST Master Control server (i.e. <http://mediacast.yourdomain.com>) resolving to the external and internal IP.

Certain firewall ports must be configured to allow defined traffic. This allows outside access for remote support from Inventive, streaming and other features based on your system's capabilities. Inventive technical staff can work with your staff to identify what ports should be considered.

Power/Electrical

Each core server draws 2 to 3 amps during peak power consumption plus any power requirements for ancillary equipment. For every 3-5 servers 15 Amps is required. Additionally each device in the racks will require an outlet. UPS Support should be provided by client unless specifically included in the equipment list.

Client Computer Stations

Windows or Macintosh computers running Microsoft Internet Explorer 7.x or the latest Netscape Navigator, Mozilla Firefox, or Safari browsers may use MediaCAST. Client computers that access streaming video from MediaCAST should meet the following minimum requirements: CPU 1.5GHz or faster, Windows 2000/2003/XP/Vista or Mac OSX, 256MB RAM, Windows Media Player, Flash Player, Silverlight or QuickTime depending on format. For playback of videos of resolution beyond DVD-quality (640x480 resolution) including HD-quality (720 or 1080) a 2.2GHz or faster CPU is required. Generally for full HD video playback a computer with 2.0GHz or faster processor is needed.

In classrooms or for group presentation, the instructor computer should be connected to either a multimedia projector or LCD panel (VGA, DVI) or television monitor (using a scan converter or VGA input). For classrooms with televisions we recommend using a scan-converter supporting 1024x768 resolutions. Some recent computers and newer models of televisions may have built-in scan-conversion. Hookup and cabling to connect the classroom computer to the display device is not included in the proposal unless specifically stated. These items are available as required for an additional cost.

Microsoft Software Licenses

The proposal includes the base Microsoft Windows Server 2003/2008 Standard or Enterprise operating system for the core servers. In this project, Dell-branded servers will be used for various systems and the price includes an Academic Edition of the appropriate Windows Server version as provided by Dell. This proposal does not include Client Access Licenses, except as explicitly specified. Please check with Inventive Technology or your Microsoft Software Advisor (MSA) if you have any licensing questions. In most cases, additional license requirements can be inexpensively met under Microsoft's Licensing programs.

Product Descriptions

Overview: (SKU: MCAST-MC-SYSE)

Master Control System Enhanced

MediaCAST® is a digital content management and streaming media platform. It provides a scalable and integrated Web-based digital repository for local and online content delivery. MediaCAST helps an organization catalog, distribute, report and track their media and digital asset resources in a wide array of electronic formats. It has a special emphasis on the management and delivery of

digital streaming video and audio. Perhaps the most important aspect of the system is the ease with which non-technical users can publish files, regardless of format.

Software modules called MediaCAST SIMs (Seamlessly Integrated Modules) can be added to the core system to enhance functionality with IP TV, digital signage, desktop collaboration/videoconferencing, LMS/CMS integration, hosted storage/streaming, room control and 3rd party content integration.

MediaCAST provides features including-

- Digital Repository and Media Library
- On-demand and live video and audio streaming
- Digital Rights Management with content licensing, protection and tracking
- Copyright Fair Use manager and TEACH Act compliance tools
- Content reservations and license manager
- Automatic approval submittal process for tiered levels of content review and publishing
- Closed Captioning 508c compliance with creation, transcription ingest and playback
- Enterprise media management with load-balancing and content replication to multiple media server farms
- Instructional tools including Snag-a-Segment, Bookmarking/Favorites, MicroBlog, Collections and External URL Builder
- Education Standards Correlation (State & National Standards with Education Benchmarks are Pre-Loaded in the System)
- Detailed reporting for media usage, publisher, group and user tracking
- Unlimited number of resource and media assets for cataloging and searching
- Supports on-demand and live video and audio streaming in industry-standard formats including Microsoft Windows Media, H.264, HTML5 (iPad), Adobe Flash, Apple QuickTime Darwin, Real Helix, MPEG 1/2/4
- Supports storage and delivery of digital video and audio as well as the full range of other electronic files including but not limited to these formats
 - Documents - eBooks/ePub, Adobe Acrobat, Adobe Flash Paper, Microsoft Word, Microsoft Excel,

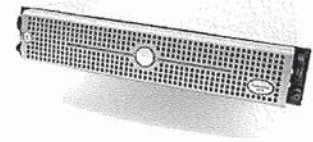


WordPerfect, Text files

- Presentations -Flash, Microsoft PowerPoint, Microsoft Producer, Impatica, Captivate, SmartBoard Notebook, Promethean Flip Charts
- Images and graphics files with image collections, Podcasting, iTunes publishing, and audio overlay on documents
- Websites and Intranet URL links
- Speciality applications like Skype, AutoCAD and IPContact
- Cataloging and search of physical objects, equipment, print materials like books and publications

Overview: (SKU: MCAST-MA-2UVOD)

Media Appliances™ are high-performance streaming servers designed to store and stream the latest digital video, audio and multimedia content of many different formats. Content stored on Media Appliances™ is available in **on-demand** to many people simultaneously; all selecting a unique title, or the same title progressing at their rate and sequence. Through the **live broadcasting** optional enhancement content and streams from encoders can be broadcast live over the IP network; similar to traditional television where many people can tune-in and watch the same program at the same time. Media Appliances™ can be configured for Unicast on-demand delivery, Unicast live broadcast as well as Multicast live broadcast. There are subtleties between these streaming methods and protocols and our technical staff would be happy to discuss the trade-offs.



Media Appliances™ come in different hardware configurations to support various numbers of simultaneous video streams and amounts of storage capacity. Please refer to this proposal's pricing pages and Hardware Specification section for the exact configuration included in your package.

Iridium-level Media Appliances™ delivers **200** simultaneous on-demand streams (600 streams in broadband-quality) and stores **2,000** hours of DVD-quality video (6,000 hours in broadband-quality).

Titanium-level Media Appliances™ delivers **200** simultaneous on-demand streams (600 streams in broadband-quality) and stores **900** hours of DVD-quality video (2,700 hours in broadband-quality).

Platinum-level Media Appliances™ delivers **100** simultaneous on-demand streams (300 streams in broadband-quality) and stores **600** hours of DVD-quality video (1,800 hours in broadband-quality). Platinum-level units are expandable up to 900 hours of storage.

Media Monster™ is designed for redundant back-up for your digital assets and for storing and streaming large libraries of digital video. As content is uploaded to one or more Media Appliances a copy can automatically be placed on the Media Monster. This provides a fail-over and 4 point redundancy solution to protect your digital content from potential loss due to unforeseen hardware failure. Media Monster™ requires a Media Appliance as the controller but multiple Media Monsters™ can be connected to one Media Appliance.

Media Monster™ 2.1 – Stores up to **2,400 hours of DVD-quality video** and other digital assets and in failover streams up to 200 streams of on-demand video. Expandable to the 4.2 model capacity with added hard drives.

Media Monster™ 4.2 - Stores up to **4,800 hours of DVD-quality video** and other digital assets and in failover streams up to 200 streams of on-demand video.

**The number of streams and capacity is based on Windows Media video at 2Mb/s for DVD-quality and 384kb/s for broadband quality. Other formats may have a lower concurrent stream limit or require more storage space for a given number of hours of video. Different quality levels and formats can be supported concurrently on one Media Appliance.*

Media Appliances come pre-installed with MediaCAST software components and Microsoft™ Windows Windows Server 2003™ Standard Edition (2003 Enterprise with the live broadcast enhancement) and includes the necessary Streaming Server licensing. Media Appliances provide for Windows Media Streaming™ of video (.wmv) and audio (.wma) as well as http streaming of formats including Flash (.flv), QuickTime (.mov), .avi, Mpeg 1, 2, 4 and Real Networks. Should you require enhanced performance in addition to http streaming MediaCAST™ Media Appliances are offered for Flash Media Server™, Apple Quick Time™ streaming with Darwin™ server and Real Networks™ streaming using Helix™ server; please inquire about pricing as it may be an optional upgrade within your proposal.

MediaCAST™ is modular and scalable so you may add Media Appliances to expand capacity as needed. As the demand for an increase in simultaneous streams of video or an increase in media storage space is required additional Media Appliances™ can be added to the system on the fly without taking down the system. MediaCAST™ Enterprise Module™ (may be an optional upgrade in your proposal) allows for automatic content replication, load-balancing, and the creation of media server farms. This architecture allows scalability in the number of simultaneous streams available for on-demand access into the tens of thousands, should that ever be necessary. The media farm features allow scaling to a virtually unlimited storage capacity supporting tens of thousands of hours of digital video content.

MediaEncoder HD Desktop

Overview: (SKU: MCAST-ME-HD-DSK)

MediaCAST MediaEncoder™ is high-performance hardware and software device for encoding and streaming. It is designed to convert analog and digital video and audio into a variety of streaming formats for on-demand access and live IP broadcasting. The streams can be broadcast over the IP network for live viewing and concurrently be captured into a file for on-demand viewing from a streaming server.

Hardware-based encoding provides high-quality, real-time conversion of live sources and stored files. Input of almost any source is possible including VHS, DVDs, filmstrip and audio cassette tapes using the appropriate player equipment. The encoders provide the unique ability to transcode (convert from one format to another) digital video and audio files in older non-streaming formats in real-time. Files can be uploaded for conversion from the built-in multi-drive, USB key drive, CD, DVD and from a network storage location.

MediaEncoder™ supports encoding into a wide-range of qualities based on the user's requirement. The full range of resolutions and bandwidths are supported from 32kb/s for audio, 384kb/s for broadband video delivery, 768kb/s for Podcasts, to DVD-quality video up to 720x480 at 30fps (HD model supports 720p and 1080i encoding). Different formats support different bit rates. MediaEncoder™ gives you the option of



selecting from a full-range of quality-levels for each format.

MediaEncoders™ are available in several models to support all industry-standard media formats including Windows Media, Flash Video Streaming, QuickTime, H.264/MPEG4. If initial up front cost is less of a constraint, MediaEncoder™ Pro is designed to encode into all the industry-standard formats for the most flexible and future-proof solution on the market. For the budget conscious, MediaEncoder™ WM supports Windows Media encoding up to DVD-quality. If the highest-quality is required MediaEncoder™ HD provides high-definition encoding in Windows Media, QuickTime, H.264/Mpeg4 and Flash. Pre-defined and customizable templates allow a user to select the quality and select among live broadcast, broadcast and capture, or capture only. The video source can be input through a variety of connections based on the model chosen. Inputs are SD/HD-SDI and component for HD quality inputs and s-video/composite video and audio for SD quality.

Specifications:

- Aluminum and metal frame desktop encoder
- Encoding and conversion in Windows Media, Flash, QuickTime, H.264/Mpeg4
- Source Inputs
 - S-Video
 - Composite video
 - Balanced audio (4 x phono 1/4") - Pro level requires amplification if input from consumer level equipment
 - Embedded Audio on SDI input
- Integrated Peripherals
 - 250GB Serial ATA HDD
 - 7 in 1 Multi-drive, DVD/CD Dual-layer player/burner
 - VGA output for display with resolutions up to 2048x1536
 - 100MB/1GB Ethernet
 - 4 x USB Rear and 2 USB Front, PS/2 Keyboard, PS/2 Mouse
 - Speaker output and microphone input 3.5mm
- Dimensions - 3.2" (H) x 15.6" (W) x 14.7" (D)

MediaBroadcaster Dual-Channel 1U Rackmount (Windows Media/Flash/H.264)

Overview: (SKU: MEDIAENC-DUAL-WM)

MediaBroadcasters™ convert analog video into streaming format for on-demand access and live broadcasting on the IP network. They work in conjunction with the client's existing video sources like cable/satellite, traditional VHS/DVDs, internally produced TV show, and videoconferencing equipment; enabling those live content for the Internet age. The video and audio feed from a source (or two or four sources for Dual-Channel or Quad models) are converted on the fly into Windows Media, Flash or H.264 video format and live broadcast and recorded. Refer to other models for encoding in other formats like Mpeg1/2/4. Through the MediaCAST web-interface users can tune to the digital TV channels through MediaCAST Live TV menu and watch it later by searching the Digital Library. Live Broadcasts can also be incorporated into LMS systems like Blackboard, WebCT, Moodle, Angel and others through the MediaCAST building block and External URL tools.

MediaBroadcasters are available to support a range of encoding formats and from SD to HD quality. They can be configured for both unicast and multicast broadcasting depending on the implementation and client network capability. They are generally rack-mounted in head-end near the video source (i.e. camera feed, videoconferencing CODEC or cable TV/satellite receiver).



WebControl & Scheduling Software

MediaCAST WebControl™ software is used to simplify the management and control of MediaBroadcasters throughout an organization. The web-based software that runs within the MediaCAST user interface allows "authorized" users to control one or more encoders located anywhere on the LAN/WAN or remotely via the Internet. The primary features including starting and stopping an encoding session and selecting the various configuration settings including input source, whether it is broadcast or just stored, file name and location and encoding profile for quality considerations. It allows the user to preview the encoding to ensure the proper source is playing and the encoding is started. The scheduling features allow many future jobs to be identified so that the encoder will start and stop at predetermined dates and times. A job manager allows many encoders to be managed easily by one or more people so they can see which encoder is available for given time slots. Jobs can be added, edited and deleted.

MediaBroadcaster HD Single-Channel - 1U Rackmount

Overview: (SKU: MEDIAENC-SINGLE-HD)

MediaBroadcasters™ convert analog video into streaming format for on-demand access and live broadcast. They are intended to work in conjunction with the client's existing video sources like TV distribution or videoconferencing equipment, enabling that learning resource for the Internet age. The video and audio feed (SDI Inputs) from a source are converted in real-time into one or more streaming formats. Streaming format is for live broadcast and concurrent archival for video on-demand. Encoding formats based on model include Windows Media, Flash Streaming and H.264. Users can tune in to the digital TV channel through MediaCAST™ or review it after the fact by searching the Media Library. Live broadcasts are setup within MediaCAST™ as a Digital TV Channel and a learning resource which can be searched, protected and delivered with the same Web interface. Live Broadcasts can also be used within MediaCAST™ Construct's Webcasting tool or linked to Blackboard™, eCollege™ or WebCT™ type course systems using MediaCAST™ External URL Builder.

MediaBroadcasters™ are available to support a range of encoding formats. They are generally rack-mounted in head-end or network rooms. They should be installed near to where the original video source is located (i.e. camera feed, videoconferencing CODEC or Cable TV/Satellite receiver).

WebControl™ & Scheduling Software

MediaCAST™ WebControl™ software is used to simplify the management and control of MediaEncoders™ (MediaBroadcaster™, OnLocation™ and MediaCREATOR™) throughout an organization. The web-based software that runs within the MediaCAST™ user interface allows "authorized" users to control a MediaENCODER™ located anywhere on the LAN/WAN or remotely via the Internet. The primary features including starting and stopping an encoding session and selecting the various configuration settings including input source, whether it is broadcast or just stored, file name and location and encoding profile for quality considerations. It allows the user to preview the encoding to ensure the proper source is playing and the encoding is started. The scheduling features allow many future jobs to be identified so that the MediaENCODER™ will start and stop at predetermined dates and times. A job manager allows many encoders to be managed easily by one or more people so they can see which MediaENCODER™ is available for given time slots. Jobs can be added, edited and deleted. MediaCAST™ WebControl™ supports various versions of the MediaENCODER™ so different configurations of equipment can be integrated and supported as technologies change over time.

MediaBroadcaster Quad-Channel 1U Rackmount (Windows Media/Flash/H.264)

Overview: (SKU: MEDIAENC-QUAD)

MediaBroadcasters™ convert analog video into streaming format for on-demand access and live broadcasting on the IP network. They work in conjunction with the client's existing video sources like cable/satellite, traditional VHS/DVDs, internally produced TV show, and videoconferencing



equipment; enabling those live content for the Internet age. The video and audio feed from a source (or two or four sources for Dual-Channel or Quad models) are converted on the fly into Windows Media, Flash or H.264 video format and live broadcast and recorded. Refer to other models for encoding in other formats like Mpeg1/2/4. Through the MediaCAST web-interface users can tune to the digital TV channels through MediaCAST Live TV menu and watch it later by searching the Digital Library. Live Broadcasts can also be incorporated into LMS systems like Blackboard, WebCT, Moodle, Angel and others through the MediaCAST building block and External URL tools.



MediaBroadcasters are available to support a range of encoding formats and from SD to HD quality. They can be configured for both unicast and multicast broadcasting depending on the implementation and client network capability. They are generally rack-mounted in head-end near the video source (i.e. camera feed, videoconferencing CODEC or cable TV/satellite receiver).

WebControl & Scheduling Software

MediaCAST WebControl™ software is used to simplify the management and control of MediaBroadcasters throughout an organization. The web-based software that runs within the MediaCAST user interface allows "authorized" users to control one or more encoders located anywhere on the LAN/WAN or remotely via the Internet. The primary features including starting and stopping an encoding session and selecting the various configuration settings including input source, whether it is broadcast or just stored, file name and location and encoding profile for quality considerations. It allows the user to preview the encoding to ensure the proper source is playing and the encoding is started. The scheduling features allow many future jobs to be identified so that the encoder will start and stop at predetermined dates and times. A job manager allows many encoders to be managed easily by one or more people so they can see which encoder is available for given time slots. Jobs can be added, edited and deleted.

Frequently Asked Questions

General Questions

1. Are you providing one turnkey solution for all three services needed?

Yes, MediaCAST is a turn-key solution for media distribution and content management including meeting your needs for Central Storage and Streaming Server, Encoding (for on-demand and live broadcasting), Decoding and Content Management. Unlike many other systems that might meet your need in these three areas MediaCAST is designed to be your district's longer-term solution for digital content management, no matter what 3rd party publisher you choose to purchase your video and digital content. We can pre-load MediaCAST with content and we work with leading publishers like Discovery, Films Media, GPN, TrainSignal and others however the power of MediaCAST is our open digital library approach lets you establish one system to house and manage Copyright for all your curriculum and content resources. This way if you decide next year or in three years to change 3rd party curriculum providers you do not have to retrain teachers on how to access the new content in some new separate proprietary system. All your content gets imported or input into MediaCAST's easily searchable digital library, linked to standards, protected with Copyright tools, tracked and shared across the district.

2. Does your system support LDAP for user administration?

Yes, Our included LDAP/Active Directory Module supports fully integrated and synchronized authentication of users to your existing Microsoft 2003 Active Directory. Sophisticated automatic Group mapping from your directory to assign user permissions as well as restrict and grant content access. Allows authentication with multiple directory servers.

3. Is your solution ASP only or can it be locally hosted?

Typically for K-12 it is locally installed and runs over your LAN/WAN but accessible for teachers and students over the Internet from home. We offer an optional ASP hosted model but a local Media Appliance provides local storage and streaming to provide fast, DVD-quality and even HD quality viewing of video and other media.

4. Is your solution IP/Network based?

Yes, the user, management and administrative interface is browser-based without having to install client software. Accessible from any PC through Internet Explorer, Firefox and Safari with searching, control as well as viewing of media all done over the IP network. Supports integration with your existing closed circuit systems at the older school sites for broadcasting Digital Bulletin Board over a coax-based TV channel.

5. Does your solution utilize file sharing or video streaming (or a combination) as a delivery of content/video to the desktop?

While you have the ability to enable users to download files (file sharing) the system does full video and audio streaming (both on-demand and live broadcasting) to allow you to comply with Copyright Fair Use and TEACH Act guidelines for concurrent user limits,

permission-based access, expiration dates etc. The file sharing method makes it difficult for the District to protect and management who is viewing content and controlling licenses of 3rd party content.

6. Has your system been tested to work effectively with portal services such as Microsoft Sharepoint?

Yes, MediaCAST includes special tools to help you add streaming media and digital content resources to other 3rd party products like Sharepoint, WebCT, Blackboard or other web-based products. This includes our built-in URL Builder, Standards Linker and Snag-a-Segment.

7. Define the required components to make your solution work.

A) The district only needs one Master Control Server which runs the web/database system and can be installed at the one school site initially or house at the district data center. B) The next item is called a Media Appliance (storage and streaming server). There are several configurations of Media Appliances depending on how much storage you need and how many current streams of on-demand video you need. We use a scalable architecture so you can add more Media Appliance later to the main system to expand capacity as your needs grow without throwing out what you initially purchased. So you may add Media Appliance at other school sites for local storage and streaming or share them from your district location over the fiber network. The MediaCAST Enterprise tools give you the ability to support media farms, load-balancing and content replication so as you need to support hundreds of concurrent streams of high-quality video across the district the system can support this growth and capacity elegantly.

8. Are there any schools public or private, that are utilizing your solution?

Yes, MediaCAST is a well-established solution developed over the past 7 years and on version 9.5. We have hundreds of K-12 clients around the country and have included in our RFP response contact and reference information.

9. Do you have support personnel/integrators within the local area?

Yes, our home office is located in Westminster CO. Additionally we utilize Dell hardware for our Master Controller, Media Appliances and MediaBroadcasters providing you with a full 3-years of next business day on-site warranty for parts and labor.

10. What training is available?

Over 80% of our business is with K-12, Colleges and Universities and we understand the importance of training and staff development in successful technology integration. We offer on-site training for your technology, media and teachers in several hands-on workshops that will be done after the installation is complete. We also offer live online training for follow-up, support and enhancement training opportunities. The system includes self-running video training tutorials that guides users through their particular areas of need. We also recommend phased in training to ensure new teachers and staff get the same level of training that your current staff receive. This can be purchased along with the initial package or as you need it.

11. Is on-site training included?

Yes, on-site training is included in our package. We include technical orientation for your district technology and support staff, media specialist/curriculum training as well as end-user teacher training for the school site.

12. How many hours should be scheduled for training? For end-users, for operators?

2 days of training included in the base package covers the following training sessions -
Administrator overview and general orientation – 1 hour
District/school technology and support staff – 3 hours
Media Specialists/Curriculum Staff – 4 hours
Teacher Training – 2 hours in multiple sessions (small groups of 10-12 each session)

13. What is included in the price?

All hardware, software, installation, configuration, testing and training as outlined. Includes SecureCARE and Software Assurance for the 1st year with options for additional years shown. Includes 3 years next day on-site hardware warranty as outlined. Optional price for content bundles shown.

14. Are there end-user accessible training videos, CD's, DVD's or content within the system?

Yes, included in MediaCAST are user self-guided training video tutorials for teacher operation as well as for media specialist and manager level operations. These tutorials are loaded in the digital library for quick search accessibility and available 24/7 from school and over the Internet.

15. Is there an option to get support certifications for the management/operation of the system?

Yes, we do offer advanced training for a small fee at our facilities located near Denver, Colorado for your district personnel. This may be something you take advantage of as you move to a standardized solution across the district. It is generally not a requirement for district personnel since our system is non-proprietary and the core system runs under the industry-standard Windows 2003 server platform.

16. If available, is local certification training done locally? If not, where and how much?

For your package the required training is included and done locally at your site including technical and user operation training. If you would like more advanced certification training we can offer this as a regional training in conjunction with our local partners and resellers. It would generally consist of one to two days of training and the cost would be based on how many participants attended.

17. What is the estimated time for implementation for 1 school with 75-80 rooms supporting up to 1200 students?

The main system is loaded and tested at our facility before it ships to a client site. The on-site installation, configuration and testing of the core system including mounting in the

racks and wiring is typically 1-2 days. We generally budget an extra day on-site for peripheral setup and testing like OnLocation carts. If you purchase optional MediaCAST Viewer (settops) for various locations in the school estimate 1 hour per location to mount, wire, hook to a TV or LCD display and test.

18. Does your company provide a dedicated project manager for implementation?

Yes, we assign both a local account manager and an internal project manager. Your local account manager is Mike Krell and our internal technical lead and project manager would be Matt Webster.

19. Do your project managers hold PM certifications?

For your project our technical lead and project manager is experienced and qualified beyond the basic PM level with over 9 years experience in designing and implementing high-end technology solutions within the education market. Over 10 years experience with designing, developing and implementing Internet and digital video technologies in corporations and educational institutions. He has his Ph.D. and M.A. from Princeton University, Microsoft Certified Systems Engineer and Technology Certifications ranging from Oracle, IBM, Cisco and Sun Microsystems to Lotus, Citrix, Novell, and Macromedia.

20. Is your system capable of supporting United Streaming by Discovery Channel out of the box?

Yes, MediaCAST works with and supports United Streaming and many of our clients also use United Streaming. Keep in mind that United Streaming wants you to access their online site even though the video files can be stored and streaming from MediaCAST locally at your school. For our clients with United Streaming, MediaCAST includes a tab next to the Digital Library tab directly to United Streaming. When a user clicks on a video it plays off of a MediaCAST Media Appliance located at the school. This gives you the ability to support hundreds of simultaneous users watching in high-quality, without scheduling or downloading. In order to load the entire United Streaming video library locally you need United Streaming's "locally hosted" option, which can be purchased directly through Discovery. The second option is if you don't have the locally hosted option, you can still download United Streaming video files that you want to use directly to a MediaCAST Media Appliance, again so they stream locally. If you download United Streaming videos they are at a quality of 384kb/s while if you purchase the "locally hosted" option they are at 768kb/s and much better for viewing full-screen on a projector. We also work with Discovery Channel and can bundle on MediaCAST their PowerMedia Plus content library (very similar in size and scope to the United Streaming library). The advantage to this bundle is that Discovery allows it to be imported and loaded directly within your system. We understand GA schools have access to United Streaming online system for no cost, we would therefore recommend housing this video library on a MediaCAST Media Appliance by download or with the "locally hosted" package.

21. Can this system allow for authorized use from home?

Yes, MediaCAST is fully web-enabled meaning you access it over your IP network over the LAN, WAN and over the Internet and provides the web server functionality as part of the system. Searching, control as well as viewing of media is available over any computer

without the use of proprietary players, cabling or hardware boxes. User login permissions limit and can restrict access so it is a secure site for the district. We generally recommend putting a link on your school's web site to MediaCAST or a desktop icon for quick access. We will help with setup of the URL to be something like <http://mediacast.yourname.k12.co.us>. If you want to enable teachers and students to view video and audio streaming content from home then there are a couple of your firewall ports that are configured, and again we assist you with this.

22. What are the service level agreements available?

We included SecureCARE and Software Assurance programs for the 1st year which you have the option of extending for up to an additional 5 years up front. SecureCARE provides unlimited technical phone and email support, remote diagnostics, automatic diagnostics software and hardware support. Software Assurance provides all new MediaCAST software version releases, updates and upgrades for the term of the service agreement. Both of these programs are included at no additional cost for the 1st year of your program and are optional if you choose to extend them. SecureCARE is 5% of the hardware/software for an additional year and Software Assurance is 10% of just the software license cost for an additional year.

23. What is the average response time to reported problems?

We provide remote diagnostics immediately upon notification of a problem by the client. We have a toll free 800 phone line for technical and user support as well as direct email and web support. Our remote access program allows our technical staff to access your system online and assist with troubleshooting and issue resolution or to provide additional training in a one-on-one setting. Our systems include automatic diagnostics and notification that alert our team by email if there might be a problem or if anything is not responding correctly. Many times we have taken care of a configuration issue or small problem prior to your end users even experiencing an issue. The three years on-site warranty on the core system hardware is next business day response after diagnostics have been completed.

24. What is your recommended backup strategy for your solution?

Because video and digital media takes a large amount of storage capacity we do not recommend using tape backup. We recommend one of our MediaMonsters as a backup and archive solution for a district-wide implementation. These come in various sizes from 2.1TB to 4.2TB or larger (5,000 hours of DVD-quality or 10,000 hours of VHS-quality video). This is a cost-effective method for backing up thousands of hours of video compared to purchasing in a typical SAN/NAS. If you have a SAN/NAS this may be able to be used automatically as backup for the system. For a single school solution the Media Appliance includes RAID 5 configuration, hot-swap drives and dual hot-swap power supplies for maximum redundancy and content protection in a single device. A second Media Appliance or MediaMonster can be added at any time. When a new piece of content is added to the main system it is replicated automatically to the backup unit either immediately, in off-hours or synchronized on a schedule. This provides not only an increase in concurrent streaming capacity but also failover architecture as your digital content library grows. We do recommend burning a copy of your internally created media titles to CD or DVD when they are encoded for backup. The OnLocation cart includes a dual-layer DVD burner for this purpose.

The database is automatically backed-up daily with a built-in routine and can be emailed in a zip file to your technical group or stored on our system online or on a separate server automatically. In addition, to protect our client's investment in time we use and provide imaging software with all your systems. After the install we create an image of the final configuration of the main system. If you should ever need to reload the Master Controller, Media Appliance or even an OnLocation cart you will have a DVD to restore the system. Just stick in the DVD and it will boot and reload the original image in just a few minutes. We will assist in copying back on the latest database file.

Video Distribution and Video on Demand

1. Does your system have ability to capture and store live data for future use?

Yes, our MediaBroadcasters and encoders that capture your incoming TV Channels, media from VHS or DVD or other video sources plugged into the encoder. Our WebControl and Scheduling tool allows you to determine what is captured for future viewing and what is live broadcast for live viewing (or both simultaneously). A calendar shows you what programs are set to record and by which MediaBroadcaster. You can also enter the Metadata and Copyright settings on recorded events so they are easy to search, set expiration dates (for programming like PBS) and set licensing settings. If you pick a program to capture then it automatically saves that to the digital library so it becomes searchable by users for video on-demand playback.

The OnLocation cart with its built-in encoder lets you live broadcast morning announcements and special events. Live broadcasts are like TV channels where everyone is watching the same thing or they can simultaneously be captured for later on-demand viewing.

2. What media types does your solution support? (e.g. Mpeg 3, 4, etc,...)

There are two criteria to review for the media types that are supported. First, what formats can be uploaded into the searchable library and viewed by users. Second is what formats do the encoders support for conversion and live broadcasting. Encoding and conversion is important so the client has a way to get content into the appropriate formats.

Storage and Delivery Formats

Video:

Windows Media (WMV, ASF), Mpeg 1, 2 and 4, QuickTime (MOV), Real Networks (RM, RAM), Flash Video (FLV), 3GPP, (AVI), live video broadcasts including multicast and unicast and IP cameras

Audio:

Windows Media (WMA), (MP3), Real Networks (RA), (AAC), (WAV), (AU), (AIFF)

Images

(JPG), (GIF), (TIF), (BMP), (PNG) and creation of image collections

Documents

Adobe Acrobat (PDF), Microsoft Word (DOC, DOT), Excel (XLS,.XLT), PowerPoint (PPT, PPS), Wordperfect, Text files (TXT, CSV)

Presentations

Microsoft Producer synchronized PowerPoint and video, Captivate presentations, Camtasia (screen captures)

Flash

Flash movies and html embedded Flash

Podcasts

Hosting of Podcasts and publishing of Podcasts through iTunes

Web Sites

http:// web site links and Intranet URLs

e-Books

PDF and other electronic textbooks

Book/Text/Publication

Print materials can be cataloged and imported from library system

Equipment/Rooms

Any physical object like a room, camera, media cart etc.

Other Supported Formats

Drawing Files: AutoCAD drawings

Smartboard: SmartNotebook files

Videoconferences: Capture and broadcast of H.323 and H.264 videoconferences from 3rd party CODECs, IPContact conferencing support

IPAudio Collaboration: Skype Audio Talk

Encoding and conversion – MediaBroadcasters and OnLocation encoders support conversion into Windows Media Video, Mpeg 1, Mpeg 2, QuickTime and Real formats. Transcoding or conversion from one file type to another is also supported with the encoders for maximum flexibility to convert non-streaming video like AVI into one of the streaming formats. Encoders also support screen capture for the creation of video tutorials. Flash, DIVX and Mpeg4 formats can also be supported for a small upgrade fee with our software add-on.

Set-tops/Decoders - It is important that your locations that use settops for decoding also support the full range of media types. MediaCAST Viewers support playback of all the media

types listed for MediaCAST. Many settops are designed for corporate digital signage and support only a few formats greatly limiting educational presentation.

3. Does your system allow for the control of devices such as VHS, DVD, Projectors, encoders and decoders, cable TV, Satellite and other display devices?

Yes, in several regards. 1) MediaBroadcasters are typically located in your head-end room and designed to work with your audio and video sources like VCR, DVD, cable TV, Satellite etc. The output of the a/v source is plugged into them to encode, capture and broadcast the material over IP in streaming format. MediaBroadcasters have an IR interface kit so you can control a VCR for example through the web-interface of MediaCAST. This is generally used to change TV channels when the VCR is used as a tuner from your incoming coax cable feed or to start/stop/pause a tape being played. Since most of your traditional VHS and DVD content will be encoded so it is available on-demand without scheduling and loading tapes this is a rarely used capability but exists for those occasions. 2) MediaCAST Viewers are a small form-factor media display device. Sometimes referred to as a settop/decoder it can be used to access on-demand video, live TV channels etc in locations where you do not have a PC. Since your classrooms have a teacher computer and projector they are not required for all classrooms. MediaCAST Viewers can be used in hallways, offices, auditorium and lunch rooms for access to media. It has a handheld remote control and simplified Tivo type interface for browsing the digital library, viewing live TV channels and accessing KioskCentral digital bulletin boards. MediaCAST Viewers also have the ability to control your display devices like televisions, LCDs and projectors. If an all-call (or emergency mode) broadcast is done with our KioskCentral then it turns on selected displays, sets the correct input and play the all-call live broadcast then turn the displays off again (or resume playing your news channel). This can be supported through RS-232 as well as IR control of your displays. All-call is generally a prescheduled event, whereas emergency mode is immediate. The reason our MediaCAST Viewers are the best solution compared to other settops in the market is they playback almost any format of media (not just a couple of video formats and a few file types). The reason this is important is you can now use almost any media resource as part of your digital bulletin boards. Have the students do the morning announcements using a live video broadcast followed by a self-running PowerPoint, weather channel web site, district news broadcast, Flash presentation and then a PDF document. 3) MediaCAST does support automatic "push out" of your digital bulletin boards and live broadcasts on your instructor computers using our Listener. This is a small piece of software that installs on the computer and it will launch a broadcast automatically when it is started or at a predetermined date and time based on a schedule. 4) We do offer a retrofit kit for your instructor computer to have that computer control your projectors/LCDs in the classrooms like was explained for the MediaCAST Viewer above.

4. Does your system have a built in scheduler?

Yes, three types of scheduling are supported for different uses in the system. Web Control and Scheduling for encoding and capture of TV channels and a/v sources. Scheduling for all-call broadcasts with KioskCentral. Scheduling for content reservations so a user can set a reservation for a particular date and time when they want to use a scarce resource. For example, you own one copy of a video in the district and don't want to purchase additional licenses. Teachers can schedule when they want to use that resource and it sets aside a digital license in their name so it is available when they need it. The reservation tool can also

be used to schedule rooms or media carts etc.

5. Is your solution scalable relative to bandwidth and resolution /picture quality?

Yes, first relative to bandwidth. MediaCAST Enterprise module lets the district scale up elegantly and cost-effectively in both concurrent video streams as well as storage capacity. Only through load-balancing of media servers and content replication can you easily go from having 100 on-demand streams at one school to hundreds of on-demand streams across the district without creating a management nightmare for your technical staff. You can throttle the stream servers to a maximum number of streams or bandwidth to ensure no degradation in performance or maximum bandwidth usage on the network. The Enterprise module when it is required for a district implementation adds support for automatic content replication, replication queuing, management of media server farms and load-balancing. The load-balancing features allow multiple Media Appliances to be configured in the system so that user's requests for high-bandwidth content is automatically delivered from the "ideal" location. It could be delivered from a local Media Appliance at a school site or it could be delivered from the District media farm. Failover is designed into the system so if a Media Appliance is unavailable for any reason the load-balanced Media Appliances can still deliver the content to the user. The design of the load-balancing and redundant architecture provides a cost-effective solution for supporting centralized management and delivery as well as distributed Media Appliances around the District.

Second, relative to resolution/picture quality. MediaCAST lets you choose the quality you want to deliver. If you have content for online distance learning you can upload broadband quality, if it is for local playback of TV channels you choose DVD-quality and if you have a VHS tape being loaded VHS quality is appropriate. MediaCAST even support on-demand streaming of HD quality video. To make it easy we provide several templates to pick from or your more technical staff can create their own custom bit rates, resolution and picture sizes when encoding.

MediaCAST supports all the industry-standard video formats. This open-architecture allows the district to choose the best format for their need, not only today but in the future. While MediaCAST can stream Mpeg 1 and 2 we like the later network friendly formats like Windows Media, Mpeg4, QuickTime or Real. We recommend Windows Media streaming for schools because it supports multi-bit rate streaming and is designed to stream over an IP network. This does bandwidth-sensitive streaming giving each user the highest-quality depending on their connection speed without them having to choose. Windows Media also gives you DVD-quality at 1/4 the bandwidth and storage space of Mpeg2. Our latest system for a small additional cost supports true live Flash video streaming with that format becoming the most used format in the world. The bottom line is MediaCAST is non-proprietary so your investment in the platform lets you choose the best technology as it comes out in the future.

6. Does your system support closed captioning?

Yes, both the capture and display of closed captions is supported. Closed caption information exists on VHS tapes on line 21 and on DVD subtitles. Our MediaBroadcasters and OnLocation carts can capture the closed caption information within the video stream while encoding. When the video is viewed through MediaCAST the user can turn-on or off captions based on their viewing preference. MediaCAST also allows you to upload a SAMI

file (an industry-standard for storing captioning information separate from a video) and have the captioning synchronized along with the video. Additionally, we have a service where we can add captioning to video that doesn't already have it. If you do a video conference or create a staff development video we create a full transcript and captioning which is fully searchable within MediaCAST.

Content Management

1. Does your system allow for content management?

Absolutely, the strength of MediaCAST is digital content management. It allows your district to create its own centralized, searchable, digital repository of learning resources linked to standards, tracked for usage, protected for Copyright, and logged for report generation. The unique feature is that it allows you to manage virtually any content in any format. Most systems have a short list of supported formats but MediaCAST supports most any electronic file including e-books and can be expanded as new formats become available. Additionally its reservation system lets you manage non-electronic content and assets like a media cart, digital camera or print material. Some of our schools import their library data electronically so all their content exists in the searchable library within MediaCAST. They typically still use their existing library system to check-in/out physical books from the library. Multiple user levels allow clients to manage which users play the different content management roles.

MediaCAST also supports having multiple digital repositories and trusted libraries within the same system. Many time clients want to segment libraries that may be for special groups of users or have unique viewing restrictions. The separate libraries of content can remain distinct or can be set as trusted libraries for sharing purposes.

2. Is it possible for end-users to segment/bookmark only the sections of a video they want to see/use?

Yes, MediaCAST's Snag-a-Segment tool lets teachers create quick segments within video and/or audio resources. This lets them create a list of their favorite segments, key topics of a video, an outline or agenda for staff development tutorials, or just mark a reminder of where the teacher left off so they can resume it next class period. The segments can be global so if one user creates the table of contents for a resource others can share it. Additionally the URL Builder lets a teacher send a link to a student or colleague directly to the segment they defined. This is a great way to embed a video and multimedia in PowerPoints so when a student clicks on the video link it plays the segment the teacher intended them to watch. MediaCAST also includes a bookmark tool so users can create a play list of items like creating their favorites.

3. Does your system facilitate centralized searches across all on-line databases in one

portal? Including OPAC?

Yes. From any PC, or public access terminal, we would be able to search our database and provide links as a portal to other databases, either using a URL Media Resource object or custom tabs in the user interface.

4. Does your system have a digital rights management component that manages authorization of licensed software and resources?

Yes, our system is one of the only one for schools that includes a Copyright Fair Use and Teach Act manager in addition to Digital Rights Management. It is easy to use and we would be happy to provide a demonstration of these capabilities for your staff. As a basic overview, our digital rights gives media specialists the ability to set license limits for how many copies you own of a given title, set expiration dates for subscription-based content, set student restricted content, password protected titles and even has PayPal integration for doing fundraisers with event broadcasts to the community. Full DRM is also supported if you want to protect unauthorized downloading, copying or redistribution of content that the district creates or is purchased from a 3rd party. The Copyright Fair Use tools make it easier for districts to comply and manage Copyright. It rates content against a district set threshold based on the type of content, how it is used and how much is used. For Teach Act compliance the system can deliver your district's Copyright policy so you have a record for each user's acceptance. Content manager Reporting provides for a detailed audit trail of what content is used, when it is used, who uses it and how long they use it. Additionally reports can be accessed for a specific date range i.e. this semester or last year, as well as by individual user. The detailed reports provide the documentation necessary to show the good faith effort in complying with Fair Use.

5. Are end users able to create and upload locally produced content to your solution?

Yes, from any computer on-campus or from home over the Internet a user can upload digital media content to MediaCAST. There is no software to install or licenses to purchase for content uploading capabilities. Using our 4-step wizard they can upload media like a video clip they created, PowerPoint presentation, SmartBoard Notebook project, Microsoft Producer presentation, Flash project or an Excel spreadsheet. If the content is in a traditional format like VHS tape or on a DVD then our OnLocation cart is used to convert the tape into a digital streaming video file. The video file is then uploaded with the same 4 step wizard.

6. Does your content management system provide options for security and approvals to upload content?

Permission settings determine who has the ability to upload content. Typically we see the media specialists and curriculum staff having this permission level but it can also be extended to teachers. You can set a limit on how much material a particular user uploads by restricting the storage space allocation. We believe that while you may start with just a few staff uploading resources the power starts to come with teachers are given the ability to upload and start adding their multimedia lessons, user created video and other learning resources that get shared across the district. The checks and balances are inherent because your management and admin level users can view any resource that is put on the system. It can be deactivated if necessary and there is a record of who added the resource and when it

was added. Compare this with the traditional model where no one knows what video is played in the classroom, for how long or how often.

There are 5 permission levels in the system so you can assign appropriate staff to the appropriate roles and capabilities (this can be set through your Active Directory integration or done inside of MediaCAST or both)

7. Does your system align content to local State standards?

Yes, MediaCAST includes Link Builder. Link Builder is a tool for your curriculum and instructional staff to quickly correlate media resources to one or more sets of educational standards. Your system will have your state's Education Content Standards pre-loaded when you receive it. As new media is added the appropriate benchmark or specific standard statement can be selected with a couple of clicks. Each resource can be linked to one or many benchmarks if it is applicable to many areas of the curriculum. This electronic tool gives teachers, curriculum designers and instructional staff the never before ability to search the standards and see all the media and learning resources in the district that relate to that area. They can search from the standard or search from the resource so it is bidirectional. Content from 3rd party companies like United Streaming and PowerMedia have already correlated their libraries so this tool is designed so you get the same capability for content you purchase from other smaller publishers and your internally user created materials.



USAC Home | Schools and Libraries Program | Applicants | Step 3: Selecting Service Providers | Construct an Evaluation

STEP 3 SELECTING SERVICE PROVIDERS

STEP 2 | STEP 4

[Construct an Evaluation](#)

State Master Contracts

State Replacement Contracts

Contracts

Construct an Evaluation

When an applicant examines and evaluates the bids received for eligible services, it must select the most cost-effective bid. The price of the eligible products and services must be the primary factor in the evaluation, but does not have to be the sole factor.

Other relevant evaluation factors may include: prior experience including past performance; personnel qualifications including technical excellence; management capability including schedule compliance; and environmental objectives. Note that the most heavily weighted price factor cannot include ineligible costs, although those can be included in an evaluation as long as they are in a separate price factor that is weighted less heavily (see the second example below).

Example 1:


The following example meets program guidelines, as the price of the eligible products and services is weighted higher than any other single factor and does not include any ineligible cost factors:

Factor	Weight
Price of the eligible products and services	30%
Prior experience	25%
Personnel qualifications	20%
Management capability	15%
Environmental objectives	10%
Total	100%

Example 2:

This second example includes an evaluation factor that addresses ineligible costs that an applicant might incur as a result of selecting a particular bid. Note that the price of the eligible products and services is still the primary factor, and the ineligible costs are included in a factor that is weighted less heavily.

Factor	Weight
Price of the eligible products and services	30%
Prior experience	25%
Ineligible cost factors	20%
Management capability	15%
Local Vendor	10%
Total	100%

You should use the factors you choose for your evaluation to construct a bid evaluation matrix. Your matrix will assist you in your evaluation and also provide documentation of your process. You can view a sample [bid evaluation matrix](#)  on this website.

No Bids Received?

If you do not receive any bids in response to a FCC Form 470/RFP, we suggest that you memorialize this fact with an email to yourself or a memo to the file. Various review processes - including audits - may occur after your competitive bidding process has ended, and this email or memo may be the only documentation of what happened.

If you do not receive any bids after your 28-day waiting period, you can contact service providers to solicit bids and can then review and evaluate any bids received as a result. However, remember that if you post a new FCC Form 470, issue a new Request for Proposal (RFP), or amend your existing RFP, you start a new 28-day waiting period.

Keep in mind that your state and local procurement rules may also require you to take certain actions when this situation occurs. As always, you must be in compliance with all of your state and local rules and regulations as well as Federal Communications Commission (FCC) rules.

One Bid Received?

If you receive only one bid, we suggest that you memorialize this fact with an email to yourself or a memo to the file. This will help to document that you did not just keep only the winning bid.

Furthermore, remember that if you only get one bid, that does not automatically make the bid cost effective. You should review the pricing in the bid response to determine whether the costs for the products and services are significantly higher than the costs generally available in the marketplace for the same or similar products or services. If they are significantly higher, then the bid may not be cost effective.

Disqualification Factors

Vendor Selection

You can set out specific requirements and disqualify bids that do not meet those requirements as long as you clearly identify the disqualification reasons on your FCC Form 470 and/or your RFP. Disqualification reasons should be determined prior to any substantive bid evaluation. Disqualification reasons cannot be scored on a range, but rather are binary - i.e., the service provider either meets the standard or does not meet the standard.

The following items are examples of common bid disqualification reasons:

- Service provider must register with the state procurement office.
- Service provider must have a Service Provider Identification Number (SPIN).
- Service provider must have an FCC registration number.
- Service provider must be bonded.

Bids from service providers that do not meet all four requirements are disqualified and not evaluated further. The remaining bids must then be evaluated with the price of the eligible products and services as the factor that is weighted most heavily in the bid evaluation.

Mandatory Walkthroughs and Bidders Conference

You can require that bidders participate in a walkthrough of your facility or attend a bidders conference in order to submit a bid. As long as you have clearly stated in your FCC Form 470 and/or RFP that not attending these events is a reason for disqualification, you can disqualify bids from service providers that were not present at these events.

However, you must be sure that all bidders had access to this information and have timely notice so that they have a reasonable opportunity to attend.

Note that if you use the walkthrough or bidders conference as the only opportunity to distribute the RFP, you must then wait at least 28 days from the date you last distributed the RFP before you can select your service provider.

Vendor Evaluations

If you use a multi-tiered or multi-round evaluation process, the price of the eligible products and services must be the primary evaluation factor overall.

The following is an example of such a process:

In the first round, the applicant uses the following evaluation criteria:

- Price of the eligible products and services (50 points)
- Reference check (25 points)
- Prior experience with the district (25 points)

Bidders that do not receive at least 70 points in the first round are eliminated and not considered any further.

In the second round, the applicant uses the following evaluation criteria:

- Price of the eligible products and services (40 points)
- Technical solution (35 points)
- Price of any ineligible products and services needed in order to make the solution work (25 points)

Although the applicant did not consider bids that did not meet the 70-point threshold, the first round is not a disqualification because bidders were scored subjectively on references and prior experience with the district. Note that in the example, overall the primary factor was the price of the eligible products and services (90 points).

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Qualifier	Bid 1-MXN	Bid 2-SWC
Distributor	MXNCorp	South Western Communications
Manufacturer	Vbrick	MediaCast
Architecture	Serves all OS devices/all media types	All media types not included in price
Bid Bond/E-Verify	Yes	Yes
Page 7 (Apples-to-Apples)	Yes	No
Lowest Price on Bid	No	Yes
All Features included in Price	Yes	No
Bid Specs	Yes	No
References	3 of 3	1 of 3
References (Manufacturer/Distributor)	Both	Manufacturer Only



Schools and Libraries Division

Special Compliance Information Request Checklist

Please complete and return with your responses.

On the first page of each document you provide please write the corresponding FRN(s) the document pertains to.

Item #	Items to be returned to the E-Rate Reviewer	Document(s) Title & Corresponding FRN	Status												
1.	Signed & dated contracts and/or other agreements with service providers related to the Form(s) 471	1-2354402-Contract	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A												
2	Request For Proposal (RFP) Please specify: Release date: mo. <u>1</u> /day <u>24</u> /year <u>2012</u> Due date: mo. <u>2</u> /day <u>23</u> /year <u>2012</u>	2-2354402-RFP	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A												
3	All bid responses received for all Priority I & Priority II funding requests. If no bids were received for any FRN, please indicate so in writing. It may be helpful to include a chart as indicated below: <table border="1" style="margin-top: 10px;"> <thead> <tr> <th>App #</th><th>FRN #</th><th>#of bids received</th><th>Vendor selected</th></tr> </thead> <tbody> <tr> <td>86433</td><td>2354402</td><td>2</td><td>MXN</td></tr> <tr> <td>3</td><td></td><td></td><td></td></tr> </tbody> </table>	App #	FRN #	#of bids received	Vendor selected	86433	2354402	2	MXN	3				3a-2354402-Bid1 3b-2354402-Bid2	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A
App #	FRN #	#of bids received	Vendor selected												
86433	2354402	2	MXN												
3															
4	Vendor selection process description (created during the bidding process)	4-2354402-Process	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A												
5	Was a consultant used relating to the planning, implementation and support of your E-Rate funding requests? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide a signed and dated Consultant Agreement(s) or Letter of Agency.	N/A	<input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> N/A												
6	Correspondence between the consultant/service provider and the school/library regarding the competitive bidding process and the application process	N/A	<input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> N/A												
7	Special Compliance Certification (page 4) (Include signature, title and date.)	7-2354402-Compliance	<input checked="" type="checkbox"/> Enclosed												

Vendor Selection – Invitation to Bid 01-2012
Application Number 864333
FRN 2354402
BEN 128005

During the bidding process, selection was based on the following criteria:

Qualifier	Bid 1-MXN	Bid 2-SWC
Distributor	MXNCorp	South Western Communications
Manufacturer	Vbrick	MediaCast
Architecture	Serves all OS devices/all media types	All media types not included in price
Bid Bond/E-Verify	Yes	Yes
Page 7 (Apples-to-Apples)	Yes	No
Lowest Price on Bid	No	Yes
All Features included in Price	Yes	No
Bid Specs	Yes	No
References	3 of 3	1 of 3
References (Manufacturer/Distributor)	Both	Manufacturer Only

We did specify e-rate funding within the bid. We learned from other districts that the architecture of the system heavily weighed what percentage was covered by e-rate. Since we based much of our ITB specifications on a neighboring district's bid, we hoped we would be provided with like architecture products. According to the bid specifications, MediaCast did not meet the architecture criteria.

With the difference in price, we considered re-bidding to include the other type of architecture, but after our comparison of the products and much time spent gleaning information from both vendors, we found that Bid 1 – MXNCorp and the VBrick solutions – best met all of our bid specifications. To meet the functionality of the VBrick solution, the additions would have ended up with a greater bid price on the second bid.

Further weighing our decision not to re-bid was the fact that none of the references actually had done business with SWC. While they had the MediaCast solution, all had been installed by a different company. SWC had never installed the product.

From: Kathy Rains Kathy.Rains@dcs.edu
Sent: Friday, May 10, 2013 4:55 PM
To: rlarson@erate360.com
Subject: Fwd: Re: Decatur City SD Additional Information Request
Attachments: 1-2354402-Response.pdf; 2-2354402-Pricing_Original.pdf; 3-2354402-Notes.pdf

>>> Kathy Rains 12/20/2012 11:17 AM >>>
 Hi Heather,

Thank you for a further opportunity to explain. Please see my note below each of your bullets. You should also find the files attached to the email that are referenced below. Please call or allow me the opportunity to explain if the response presents further questions.

Kathy Rains
 256-560-6819

>>> "Squire, Heather" <Heather.SQUIRE@sl.universalservice.org> 12/18/2012 9:49 AM >>>
 Hi Kathy,

Please see the following additional questions in regards to your response to the denial letter. The response to this request is due 15 days from today, January 2, 2013. Please do not hesitate to contact me if you have any questions.

- You have indicated the lowest bidder (Bid 2) "really should have been thrown out because they did not fill out all aspects of the bid document." Please indicate all aspects of the bid document that they did not fill out. Please explain how the aspects of the bid document which were not filled out were requirements of the Request for Proposal which was released for this funding request.

Item number 3 on page 2 of the RFP states "*The entire invitation of bid documents should be completed and returned as requested.*"

Please see attached file "1-23544-2-Response.pdf" showing the page returned by Bid2 with no products or model numbers given as requested to allow for product comparisons and for determination of a complete package. In the supplied documentation, the products were not named in sections of the parts requested (i.e. Video Portal, Video On-demand Server, etc.) but divided into e-rate eligible and ineligible. While this designation was important, it did not help us determine if the products were similar or would work with the equipment we already had.

- You have indicated, "when we examined the bids closely we discovered that all parts were not included in the price. In order for the system to work, we would have had to add multiple features and equipment that were included in the responsible bidders' (Bid 1) response. Once those costs were added to the bid, the price for Bid 2 would have been the highest."

As we requested clarification of Bid2 pricing, again to be certain that the Bid2 was comparable to Bid1 (the product reviewed at a neighboring school district, researched carefully, and listed in the bid document as the specifications to meet), we were met with several pieces of equipment that Bid1 included that were not automatically included in Bid2. With each request for clarification, we had some parts added and others omitted making it even more difficult to compare fairly. From our original attempt to analyze Bid2 and put it in the order requested and from requests and discussions of the Bid2 vendor, the additions are shown below:

Description	SWC/MediaCAST
Vido Portal	6500
Video On-Demand Server	35390
Rack-Mount Chassis	9470
Single-Channel Blades	30100
High-Definition Single-channel Blade	10400
High-Definition Single-channel encoders	48300
Shipping	2636

Installation & Training	9801
Total of Original Bid	152597
Demodulators & tuner, set	7622
TV Channel Guide/Coax Splitter, set	1870
Software Additions (SIMs)	
-Moodle	6500
-MediaPortal for Public Access	2500
-iPAD App	7500
Additional Shipping	152
KioskCentral	10900
Digital Signage Viewer	5740
Viewer Installation Cabling Kit	448
Viewer IR Receiver/Transmitter Kit	840
Wall Mount Brackets	301
LCD/Projector Programming (550 each)	3850
Maintenance, Technical Support, Etc.	9752
Comparable Equipment Rack w KVM	2500
Total Additions to Meet Bid1 Specs	50983
Total Comparable Solution	203580

Attached (file “2-2354402-Pricing_Original.pdf”) is the vendor’s pricing sheet to show how we struggled with placing the parts into like categories as listed at the beginning of the table. We did this for pricing as we continued to analyze the capabilities that might be missing. The bottom part of the table shows the prices associated with the missing capabilities we determined. These prices were from the Bid2 vendor during the progressive disclosure.

- Your response indicates multiple people were involved in the vendor evaluation process. Please provide all vendor evaluation documentation created at the time the vendor selection decision was made. This documentation should be that which was created by all individuals who were involved in the selection process.

We had four people from our staff involved in the vendor evaluation process: Kathy Rains, Supervisor of Technology; Mandi Jones, Internal Auditor; Gary Cloer, Network Administrator; and, Fran DeWeese, Secretary (at the time). Kathy and Gary sifted through all the technical specs trying to determine if the products were comparable and what might have been included or excluded from each bid. Kathy and Mandi reviewed all pricing again trying to determine what products were comparable. Fran called the references. We have a few cryptic notes (please see attached file “3-2354402-2-notes.pdf”), but all were combined into the final selection form shown here:

Qualifier	Bid 1-MXN	Bid 2-SWC
Distributor	MXNCorp	South Western Communications
Manufacturer	Vbrick	MediaCast
Architecture	Serves all OS devices/all media types	All media types not included in price
Bid Bond/E-Verify	Yes	Yes
Page 7 (Apples-to-Apples)	Yes	No
Lowest Price on Bid	No	Yes
All Features included in Price	Yes	No
Bid Specs	Yes	No
References	3 of 3	1 of 3
References (Manufacturer/Distributor)	Both	Manufacturer Only

We actually called all references as the attached cryptic notes indicate, but we require only three for the bidding process. Only one of the Bid2 references had ever heard of SWC (mistakenly marked SWF on the attached document “3-2354402-2-notes.pdf”).

- Please indicate what parts were not included in Bidder 2’s bid. Please provide documentation showing how the costs associated with the parts not included in Bidder 2’s bid would have made their bid higher than bidder 1’s bid, had the costs of those parts been added to their bid price.

Please see the response to the second bullet above and outlined below:

Demodulators & tuner, set	7622
TV Channel Guide/Coax Splitter, set	1870
Software Additions (SIMs)	
-Moodle	6500
-MediaPortal for Public Access	2500
-iPAD App	7500
Additional Shipping	152
KioskCentral	10900
Digital Signage Viewer	5740
Viewer Installation Cabling Kit	448
Viewer IR Receiver/Transmitter Kit	840
Wall Mount Brackets	301
LCD/Projector Programming (550 each)	3850
Maintenance, Technical Support, Etc.	9752
Comparable Equipment Rack w KVM	2500
Total Additions to Meet Bid1 Specs	50983

- You have indicated Bidder 2 did not complete the pricing sheet. However, Bidder 2’s bid clearly lists prices. Please explain.

The bid did list prices, but Bid2 did not complete our pricing sheet to show us which of this manufacturer’s parts matched the parts we specified as the example product. Without this match, we had to spend countless hours asking questions and carefully matching parts to try to make a fair comparison of product services and costs. Please see the attached file “2-2354402-Pricing_Original.pdf” to view some of our notes as we struggled to make the comparison. When asked specific questions about whether or not certain product capabilities were included, the Bid 2 vendor would add something new but often remove another part as “unneeded.” In our numerous conversations, with the constant additions and removals, it made it ever more confusing to us. After reviewing the total bid presented with the additions gleaned from our conversations, we knew we presented the best solution for approval by our Board.

Thank you,
Heather Squire, CFE
Associate Manager, Special Compliance Review
USAC, Schools and Libraries Division
T: 973.581.5095 | F: 973.599.6552
hsquire@sl.universalservice.org

From: Kathy Rains [<mailto:Kathy.Rains@dcs.edu>]
Sent: Monday, December 17, 2012 3:39 PM
To: Squire, Heather
Subject: Re: Decatur City SD Denial Letter.docx

Heather,

We do NOT want to cancel the 471 listed here as I previously indicated.

Billed entity: 128005

471#: 864333

Funding Request#: 2354402

As I shared with you, this is the only bid that we have EVER gone with other than the lowest price.

We examined this bid more than any other bid we have ever done because it was an e-rate bid. The lowest bidder (Bid 2) really should have been thrown out because they did not fill out all aspects of the bid document. Also, when we examined the bids closely we discovered that all parts were not included in the price. In order for the system to work, we would have had to add multiple features and equipment that were included in the responsible bidders' (Bid 1) response. Once those costs were added to the bid, the price for Bid 2 would have been the highest. Price is always weighted more; however, in reviewing all documents, many other items, even other than adding in all equipment that would have been needed, stood out for us that made the higher response our only choice. Bid 2 had not completed the pricing sheet, had never installed this product before, and when calling references only had one of the references ever heard of the installing company.

I took the liberty of assigning numbers to the grid already provided you adding three columns representing what we think is a more than fair assessment. This grid is shown here:

Qualifier	Point Available	Bid 1-MXN	Bid 1-Pts.	Bid 2-SWC	Bid 2-Pts
Distributor		MXNCorp		South Western Comm.	
Manufacturer		Vbrick		MediaCast	
Architecture	5	Serves all OS devices/all media types	5	All media types not included in price	0
Bid Bond/E-Verify	5	Yes	5	Yes	5
Page 7 (Apples-to-Apples)	5	Yes	5	No	0
Lowest Price on Bid	35	No	0	Yes	35
All Features included in Price	25	Yes	30	No	0
Bid Specs	10	Yes	10	No	0
References	5	3 of 3	5	1 of 3	2
References (Manufacturer/Distributor)	10	Both	10	Manufacturer Only	5
Total	100	0	70	0	47

Please consider.

Kathy Rains
Supervisor of Technology
Decatur City Schools
256-560-6819

>>> Kathy Rains 12/14/2012 3:35 PM >>>
We would like to cancel this funding request --

Billed entity: 128005

471#: 864333

Funding Request#: 2354402

We still feel that we made the best decision at the time, but we understand the need to document with percentages in the future.

Thank you for your patience and guidance,

Kathy Rains
Decatur City Schools

>>> "Squire, Heather" <Heather.SQUIRE@sl.universalservice.org> 12/10/2012 9:49 AM >>>

Good Morning Ms. Rains,

Please see the attached letter. Please contact me if you have any questions.

Thank you,

Heather Squire, CFE

Associate Manager, Special Compliance Review

USAC, Schools and Libraries Division

T: 973.581.5095 | F: 973.599.6552

hsquire@sl.universalservice.org

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Letter of Agency

Decatur City School District
Billed Entity Number: 128005

Letter of Agency For FY 15 (2012 - 2013); FY 16 (2013 - 2014)

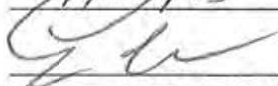
I hereby authorize eRate 360 Solutions, LLC and its employees: Keith C. Oakley, Steve Tenzer, Rich Larson, Carlos Alvarez, Matt Hetman, Fred Josephs, and Bert Garofano to submit FCC Form 470, FCC Form 471, and other E-rate forms, and to submit various change applications such as SPIN changes and service substitutions, to the Schools and Library Division of the Universal Service Administrative Company on behalf of **Decatur City School District** for all eligible services outlined in the most current "Eligible Services List" published by USAC. I understand that, in submitting these forms on our behalf, you are making certifications for **Decatur City School District**. By signing this Letter of Agency, I make the following certifications

- (a) I certify that **schools in our district** are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that our **school district** has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that our **school district** is covered by a technology plan(s) that is written, that covers all 12 months of the funding year, and that has been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of priority two services. The plan(s) is written at the following level(s):
 - ☐ an individual technology plan for using the services requested in this application; and/or
 - ☒ higher-level technology plan(s) for using the services requested in this application; or
 - ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.
- (d) I certify that the services the district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).
- (e) I certify that our **school district** has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

- (g) I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (i) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. § 54.506(c).
- (k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to **eRate 360 Solutions, LLC** for E-rate submission is true.

District: Decatur City School District

Date: 4/23/13

Signature: 

Printed Name: Ed Nichols

Title: Superintendent